



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

CALL FOR TENDER NO.: THC18-5008

FOR

THE SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

CONTENTS OF THIS CALL FOR TENDER

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PART I

INSTRUCTIONS TO TENDERERS

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1. PURPOSE

- 1.1 Through this CFT, PTT Exploration and Production Public Company Limited and PTTEP International Limited (all together hereinafter referred to as “COMPANY”) are seeking to nominate a supplier for the performance of works/services under the Contract No. THC18-5008. The details of the works/services are specified in Exhibit A of Form of Contract (PART II of the CFT).
- 1.2 The estimated Contract duration is 3 years starting on 1st January, 2019.
- 1.3 COMPANY will request for Commercial Proposal through e-Auction system after COMPANY has completed Technical Evaluation stage. Instruction for e-Auction system, system training and system trial will be provided by COMPANY later on.

2. CLOSING DATE AND TIME

- 2.1 The closing date and time for the submission of the TENDER is **7th December, 2018 at 14.00 hrs., Bangkok time.**
- 2.2 The estimated auction date and time via COMPANY’s nominated e-Auction System is **19th December, 2018 at 14.00 hrs.,** Bangkok time however COMPANY reserves right to reschedule e-Auction.

3. DEFINITIONS

For all purposes of this CFT, the terms defined herebelow shall have the meanings assigned to them hereafter.

- 3.1 **CFT** shall mean the Call for TENDER No. THC18-5008
- 3.2 **SERVICES** (or **WORK**) shall mean the works or services and other obligations to be performed by a successful TENDERER as described in the TENDER DOCUMENTS, in particular Exhibit A of the Form of Contract.
- 3.3 **TENDER** shall mean the TENDERER’s Technical Proposal and/or price offer via e-Auction to supply Fuel for Offshore Operations and any subsequent revised offer in response to COMPANY’s request.
- 3.4 **TENDER DOCUMENTS** shall mean this CFT and any document related thereto remitted by COMPANY together with any addenda that may be issued by COMPANY to TENDERER prior to the closing date and time set out in Section 2.
- 3.5 **TENDERER** shall mean the company, partnership or other person who receives this CFT (either via email or any other ways) from COMPANY.

4. CORRESPONDENCES FOR TENDER DOCUMENTS

- 4.1 All correspondences related to this CFT are to be addressed to:

PTT Exploration and Production Public Company Limited
PTTEP International Limited

Energy Complex Building A, Floors 6, 19-36
555/1 Vibhavadi Rangsit Road, Chatuchak,
Bangkok 10900, THAILAND

Telephone: +66(0) 2537 4000
Fax: +66(0) 2537 5043, + 66(0) 2537 4464

Attention: **Ms. Nithikarn Yongyuth (Focal Point for this CFT)**
Officer, Procurement and Contracts
NithikarnY@pttep.com

CC: **Ms. Junjira Tienchai**
Manager, Supply Chain Procurement and Contracts Section
JunjiraT@pttep.com

Ms. Preekamol Thanasukarn
Manager, Freight & Formalities Management
PreekamolT@pttep.com

Mr. Kris Tungkarak
Officer, Freight Management
KrisT@pttep.com

5. PRE-BID CLARIFICATIONS

- 5.1 TENDERER shall attend pre-bid qualification meeting as per COMPANY's notified date and time via e-mail.
- 5.2 COMPANY's representative will be available at COMPANY's office stated in Section 4 during the pre-bid period for pre-bid clarifications. Any query shall be addressed in writing to the address and names mentioned in Section 4.
- 5.3 Such query must reach COMPANY's representative not later than seven (7) days before the closing date stated in Section 2.

6. TENDER SUBMISSION

- 6.1 For **Agreement of Integrity Pact Proposal**, TENDERER shall submit a signed Agreement of Integrity Pact in the form set out in Annex I of Form of Contract (PART II of the CFT). The signed Agreement of Integrity Pact shall be sealed and submitted in a separate envelope as specified in Appendix I Volume I.
- 6.2 For **Technical Proposal**, TENDERER shall submit documents as specified in Appendix I Volume II as one (1) original Technical Proposal and clearly identified "ORIGINAL" on the document, and one (1) copy of the document, clearly identified "COPY" on each document.

TENDERER shall submit only Technical Proposal. The Commercial proposal shall be submitted by e-Auction system on the date stated in Section 2.

- 6.3 **Technical Proposal CD**, in addition to the hard copy submission, TENDERER shall submit one (1) CD. The CD, clearly marked "Technical Proposal CD", shall contain completed Technical Proposal in editable native files.
- 6.4 The following mention shall be indicated on the top left corner of each sealed envelope:

For Agreement of Integrity Pact Proposal

NAME OF TENDERER

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

CALL FOR TENDER NO: THC18-5008
THE SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

AGREEMENT OF INTEGRITY PACT PROPOSAL

"NOT TO BE OPENED"

For Technical Proposal

NAME OF TENDERER

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

CALL FOR TENDER NO: THC18-5008
THE SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

TECHNICAL PROPOSAL

ORIGINAL or COPY (Please specify)

“NOT TO BE OPENED”

For Technical Proposal CD

NAME OF TENDERER

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

CALL FOR TENDER NO: THC18-5008
THE SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

TECHNICAL PROPOSAL CD

“NOT TO BE OPENED”

All above proposals are to be addressed in a larger envelope and shall be labelled as follows:

NAME OF TENDERER
ADDRESS OF TENDERER

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

CALL FOR TENDER NO: THC18-5008
THE SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

“NOT TO BE OPENED”

TO: MR. CHULA MANONDA
VICE PRESIDENT, PROCUREMENT AND CONTRACTS DEPARTMENT
(For Ms. Nithikarn Yongyuth)

PTT EXPLORATION AND PRODUCTION PUBLIC COMPANY LIMITED
ENERGY COMPLEX BUILDING A, FLOORS 6, 19-36
555/1 VIBHAVADI RANGSIT ROAD
CHATUCHAK, BANGKOK 10900
THAILAND

(PTTEP'S MAILROOM, PARKING 2)

- 6.5 **COMPANY will only consider the TENDER from TENDERER who receives the CFT (either via email or any other ways) from COMPANY. The TENDER from other persons or companies will not be considered.**
- 6.6 The TENDER shall be addressed to COMPANY in such a manner that it reaches COMPANY's mailroom, Bangkok office before the closing date and time mentioned in Section 2 above. The TENDER that arrives after such closing date and time may not be considered.
- 6.7 It is TENDERER's responsibility to send along a document transmittal/delivery form and obtain from COMPANY's addressee a receipt for the delivery of the TENDER before the closing date and time. Without such receipt, no claim will be examined.
- 6.8 TENDERER is advised that by mailing its TENDER, it runs the risk of envelopes being accidentally opened which would make the TENDER invalid. COMPANY would strongly recommend avoiding normal mailing and giving preference to the use of a reputable courier service.
- 6.9 The TENDER which is incomplete or vague shall not be considered.
- 6.10 **All financial or commercial offer shall be made through e-Auction system, not through hard copy, e-mail and fax unless specifically instructed otherwise by COMPANY.**
- 6.11 **COMPANY will not consider the TENDER from TENDERER who fails to meet the technical requirements below:**
- TENDERER shall participate in and comply with the Integrity Pact by signing the Agreement of Integrity pact (ข้อตกลงจรรยาบรรณ);
 - TENDERER shall accept to submit Commercial proposal through e-Auction system;
 - TENDERER shall supply High Speed Diesel (B0) which its specifications are complied with COMPANY's requirement as specified in Appendix 1, Exhibit A – Scope of Supply, Form of Contract;
 - TENDERER shall be able to supply High Speed Diesel (B0) on the effective date of the contract;
 - TENDERER shall be able to supply High Speed Diesel (B0) at COMPANY's delivery location or within the distance of 1,000 meters radius from Jetty at PSB in Songkhla;
 - TENDERER shall supply High Speed Diesel (B0) to the delivery location after receiving the draft release order within 48 hours prior to delivery date and delivery time;
 - TENDERER shall accept the change and/or cancellation of the draft release order within 24 hours prior to delivery date and delivery time;
 - TENDERER shall transfer High Speed Diesel (B0) to COMPANY's group vessel at flow rate minimum 38,000 liters per hour and operate within Total Operating Hour or lesser;
 - TENDERER shall accept the fuel selling price formula as specified in Exhibit B – Commercial Terms, Form of Contract; and
 - TENDERER shall accept the average MOPS price which is referenced to average of means of Platt's Asia Pacific/ Arab Gulf Marketscan quotations for FOB Singapore Gasoil 0.05% Sulfur.

7. BASIS OF TENDER

- 7.1 TENDERER shall submit Agreement of Integrity Pact Proposal and Technical Proposals in the manner set out in Appendix I and Appendix II of this ITT.
- 7.2 **Supplementary Proposals** (Delta cost impact after Technical, Commercial and Contractual Clarification)

Provided that TENDERER has submitted a modified TENDER in accordance with Section 9, upon completion of the TENDER clarification process (including Technical, Commercial and Contractual Clarification), TENDERER will be requested by COMPANY to submit **Unpriced Supplementary Proposal** which includes:

- (i) agreed clarification documents (Technical, Commercial and Contractual) with TENDERER's initial on each page, and
- (ii) a Letter of Confirmation stating that TENDERER has no further requests for clarifications and qualifications; and

In case that Cost Impact arises from TENDER clarification process, TENDERER shall include such cost impact into Commercial proposal which will be submitted through e-Auction system later on.

8. COMMERCIAL PROPOSAL

TENDERER's Commercial Proposal shall be established by taking into account all the information and provisions included in the TENDER DOCUMENTS (including, but is not limited to, PART II - Form of Contract) as well as subsequent clarifications between COMPANY and TENDERER.

Moreover, TENDERER shall obtain all information and take into account all circumstances, regarding proposed operations and their location which may affect its costs and expenses included in its TENDER.

After complete technical evaluation stage, COMPANY will send request for Commercial Proposal submission through e-Auction system to only TENDERER who pass technical evaluation. TENDERER can refer to price structure in Exhibit B in Form of Contract for Commercial Proposal preparation. TENDERER is required to propose unit rate of 'Fixed Premium' as specified in Exhibit B through e- Auction. After e-Auction session end, TENDERER is required to submit last bid in Exhibit B format, signed by authorized person, scan and send to COMPANY contact persons listed in article 4 "CORRESPONDENCES FOR TENDER DOCUMENTS" by 14:00 hrs. (Thailand time) of the next business day.

9. MODIFIED TENDER

9.1 If TENDERER wishes to submit a modified TENDER on the basis of the modifications to the TENDER DOCUMENTS, in particular the Form of Contract and its attachments, it may do so but COMPANY will not consider such TENDER unless it fully complies with the following conditions:

- all such modifications shall be presented in a precise alternative wording; generalizations or other imprecise languages will not be considered; and
- each modification shall be presented in a "Exception/Deviation Sheet (Unpriced)" (in the form set out in Annex II of this ITT), showing clearly the impact, if any, on price and schedule.

9.2 For various technical options, TENDERER may submit those options in its modified TENDER.

9.3 COMPANY reserves the right to give precedence to those TENDERERS who submit their TENDERS without modifications.

10. PERIOD OF TENDER VALIDITY

The TENDER shall remain valid for a period of **six (6) months** from the closing date and time set out in Section 2 above. However, COMPANY reserves the right to request the extension of the validity period.

11. COST OF TENDERING

11.1 The TENDER shall be proposed and submitted at TENDERER's sole cost and expense. In no case will any cost or expense incurred by TENDERER in the preparation or submission of its TENDER be borne by COMPANY.

11.2 The successful TENDERER shall be responsible for e-Auction fee to COMPANY's nominated e-Auction company, not over **Five Thousand Thai Baht (THB 5,000.00)**.

11.3 TENDERER shall, at its own cost, be prepared to discuss at COMPANY's office mentioned in Section 4, at COMPANY's option, any aspect of the TENDER, especially, but not only, the modifications TENDERER may have brought to any TENDER DOCUMENTS, at any reasonable time between the closing date and time and the award of a contract.

12. COMPLIANCE WITH INSTRUCTIONS

The TENDER shall be submitted in accordance with all instructions contained in PART I – INSTRUCTIONS TO TENDERERS (ITT), especially **Section 6 (TENDER SUBMISSION)**, **Section 7 (BASIS OF TENDER)**, **Section 10 (PERIOD OF TENDER VALIDITY)** and **Section 14 (CONFIDENTIALITY)**. Any TENDER which does not comply with such instructions may be disqualified and may not be considered by COMPANY.

13. WITHDRAWAL OF TENDER

The TENDER submitted by TENDERER shall not be withdrawn during the period of its validity stipulated in Section 10. If TENDERER does or attempts to do so, it may be debarred from COMPANY's future call for tenders.

14. CONFIDENTIALITY

14.1 The TENDER DOCUMENTS are confidential, contain proprietary information belonging to COMPANY and may only be reproduced or disclosed by TENDERER for the purpose of preparing its TENDER, subject however to prior written permission of COMPANY first being obtained by TENDERER.

14.2 The TENDER DOCUMENTS shall remain the property of COMPANY. COMPANY may require an unsuccessful TENDERER to return the TENDER DOCUMENTS to COMPANY.

15. OWNERSHIP OF TENDER

All documents submitted by TENDERER in response to this CFT shall become the property of COMPANY. However, intellectual property in the information contained in such documents shall remain vested in TENDERER. This Section 15 is without prejudice to any provisions to the contrary in any subsequent contract between COMPANY and TENDERER.

16. MISCELLANEOUS INSTRUCTIONS

16.1 TENDERER shall be responsible to comply with and be fully aware of all applicable governmental and local laws, regulations, practices, codes and requirements in relation with, but not limited to, safety, taxation and customs, which might affect TENDERER when bidding, executing the Contract for the SERVICES and provision of the SERVICES.

16.2 TENDERER shall clearly specify its position regarding local taxes, with reference to the Form of Contract (PART II of the CFT) and shall indicate (i) the official name of the TENDERER who, in case of a successful TENDER, will sign the Contract with COMPANY, (ii) TENDERER's country of registration, and (iii) whether TENDERER has established or not a permanent office or local company in Thailand.

16.3 TENDERER's legal status, country of incorporation and country of residence for tax purposes (if different from country of incorporation) must be disclosed. Financial statement and valid TENDERER Registration Certificate which clearly indicates its classification of business field/sub-field and qualification of expertise have to be provided.

16.4 No TENDER shall be conditional upon the availability to TENDERER of goods, labour, equipment, material or any other resources required for the performance of the SERVICES. If requested by COMPANY, TENDERER shall provide supporting documents to evidence the availability of same.

16.5 TENDERER's information as requested in Sections 16.2 – 16.4 shall be an essential part of the TENDER and, in the case of a successful TENDER, may be incorporated as appropriate in the Contract between COMPANY and TENDERER.

16.6 The TENDER and all attachments, information, notes, catalogues, and any other written material shall be in the English language.

16.7 COMPANY reserves the right to visit, inspect and satisfy itself regarding the premises, facilities, equipment and other resources of TENDERER, and to carry out a technical and commercial appraisal prior to awarding a Contract.

- 16.8 After the closing date and time set out in Section 2, COMPANY reserves the right to request TENDERER for any further information it may deem necessary to evaluate the TENDER.

17. ACCEPTANCE OF TENDER AND FINAL AWARD

- 17.1 TENDERER understands and agrees that COMPANY shall be under no obligation to accept the lowest or any TENDER. The decision made by COMPANY on this matter shall be final and shall not be contested or opposed by TENDERER. COMPANY shall not enter into correspondence with TENDERER regarding the reasons for non-acceptance of the TENDER.
- 17.2 COMPANY reserves the right of accepting any portion of the TENDER as COMPANY may decide, unless TENDERER expressly stipulates to the contrary in its TENDER.
- 17.3 No TENDERER may consider itself successful unless and until it receives written notice to that effect from COMPANY.
- 17.4 COMPANY may notify its acceptance of the unmodified or modified TENDER, as the case may be, by sending TENDERER a Letter of Intent to Award (“LOI”). In such case, TENDERER shall confirm its agreement to the terms and conditions of the LOI within two (2) days of receiving it. Then the LOI shall constitute a binding agreement between COMPANY and TENDERER pending completion and exchange of formal Contract.

18. GOOD CORPORATE GOVERNANCE AND BUSINESS ETHICS

PTTEP Group operates in a lawful, transparent, fair and accountable manner, as well as in compliance with its Good Corporate Governance Principles and Code of Business Ethics (CG&BE). For the details of CG&BE, please visit <http://www.pttep.com/en/Aboutpttep/Corporategovernance/CgandbusinessEthics.aspx#topic-179>

In case TENDERER is aware or suspect in good faith that any person acting on behalf of PTTEP Group has been involved in Misconduct (as defined in item 2 of the link below) or suspected Misconduct or may breach the law or violate the CG&BE, please file a report to one of the channels listed in item 7 of the link below. For more information regarding PTTEP group’s Reporting & Whistleblowing Regulations, please visit the link below. <http://www.pttep.com/en/Aboutpttep/Corporategovernance/Reportingandwhistleblowingregulations.aspx>

PTTEP Group is committed to protecting people who report Misconduct in good faith.

APPENDIX

APPENDIX I

DOCUMENT TO BE INCLUDED IN BASE TENDER

The documents to be included in the TENDER are as follows:

Volume I - Agreement of Integrity Pact Proposal

Section 1: Agreement of Integrity Pact signed by authorized person(s) (in the form set out in Annex I of Form of Contract (PART II of the CFT)).

Volume II - Technical Proposal

- Section 1: Letter of Submission (in the form set out in Annex I of this ITT),
- Section 2: TENDERER's Organization chart including SSHE department and responsible team who will supply High Speed Diesel (B0) for this contract,
- Section 3: TENDERER's product specification as per specified in Appendix 1, Exhibit A, Form of Contract,
- Section 4: TENDERER's execution plan, delivery timeline and estimated total operating hour to transfer High Speed Diesel (B0) 300,000 liters to vessel,
- Section 5: TENDERER's equipment, please submit the following documents for at least Section 5.1 and/or Section 5.2

Section 5.1: Road tanker

TENDERER's road tankers' specification and list of its equipment or execution plan (in case TENDERER currently does not have road tanker or equipment with required specification).

Section 5.2: Other mode of delivery:

TENDERER's equipment, its specifications in term of capacity, flow rate and estimated total operating hour to transfer High Speed Diesel (B0) 300,000 liters to vessel,

- Section 6: TENDERER's procedure to transfer fuel from road tanker/ source of supply to vessel which includes the management procedure when quality and quantity discrepancies found,
- Section 7: Letter of Confirmation (in the form set out in Annex III of this ITT),
- Section 8: Provide Security, Safety, Health and Environment (SSHE) Management and other standard, procedure or report as follows:
- Corporate SSHE Management System:
 - SSHE Management System Manual,
 - SSHE Policy, and
 - SSHE Operational Control Procedure.
 - SSHE plan for this contract covers all phase from start to end process,
 - Project Organization Chart, Roles and Responsibilities (R&R) for SSHE personnel who implement SSHE Management System for this contract and support from Corporate,
 - Risk Management for this contract:
 - Risk Assessment Procedure and Risk Assessment/ Job Safety Analysis with controls and mitigation of the following topics:
 1. Transportation/Vehicle Accident
 2. Bunkering Method
 3. Spillage
 4. Environment
 5. Process Safety
 6. Equipment Integrity
 - SSHE Training of the responsible team including Road Tanker Operators referenced to Exhibit C- Company's Rule and Regulations, SSHE Contract Requirements, Table 1: SSHE Training Matrix:
 - Staff list,
 - Training Matrix,
 - Training Record, and
 - Training Certificate.

- Competency of SSHE Personnel for this contract:
 - CV of SSHE personnel, and
 - Training Certificate.
- Equipment Control & Maintenance which are complied with International and Local Standard:
 - Maintenance and Inspection Procedure,
 - Maintenance Plan/ Checklist,
 - Inspection Report, and
 - Inspection Certificate.
- Emergency Readiness for this contract:
 - Emergency Response Plan/ Procedure,
 - List of Emergency Facilities and Response Team, and
 - Emergency Scenario and Drill Report.
- Corporate SSHE Performance Report:
 - SSHE Performance Report,
 - SSHE Monitoring Program Implementation and Completion, and
 - SSHE Reward.
- Corporate Incident Management System:
 - Incident Management Procedure,
 - Incident Report,
 - Incident Lesson Learned, and
 - Incident Communication to Staff.
- Journey Management System for this contract:
 - Journey management plan, and
 - Route survey.
- Corporate Sub-Contractor Management:
 - Sub-Contractor Management Procedure, and
 - Sub-Contractor Staff Competency Assessment/Assurance.
- Personal Protective Equipment which required by Thai Labor Regulations or International Standard:
 - PPE Specification,
 - PPE Matrix, and
 - Instruction of PPE Usage and Maintenance.

Section 9: Average MOPS price, TENDERER shall provide:

- Methodology to calculate average MOPS price (e.g. average 15 days before delivery date, 3 days around delivery date, etc.) and
- Method of currency conversion from US Dollar to Thai Baht using the average of *average closing buying rates 'Sight Bill'* and *average selling rates*, announced by the Bank of Thailand (e.g. average exchange rate for 15 days before delivery date, exchange rate on the delivery date, etc.)

Section 10: Exception/Deviation Sheet (Unpriced) (if any, in the form set out in Annex II of this ITT),

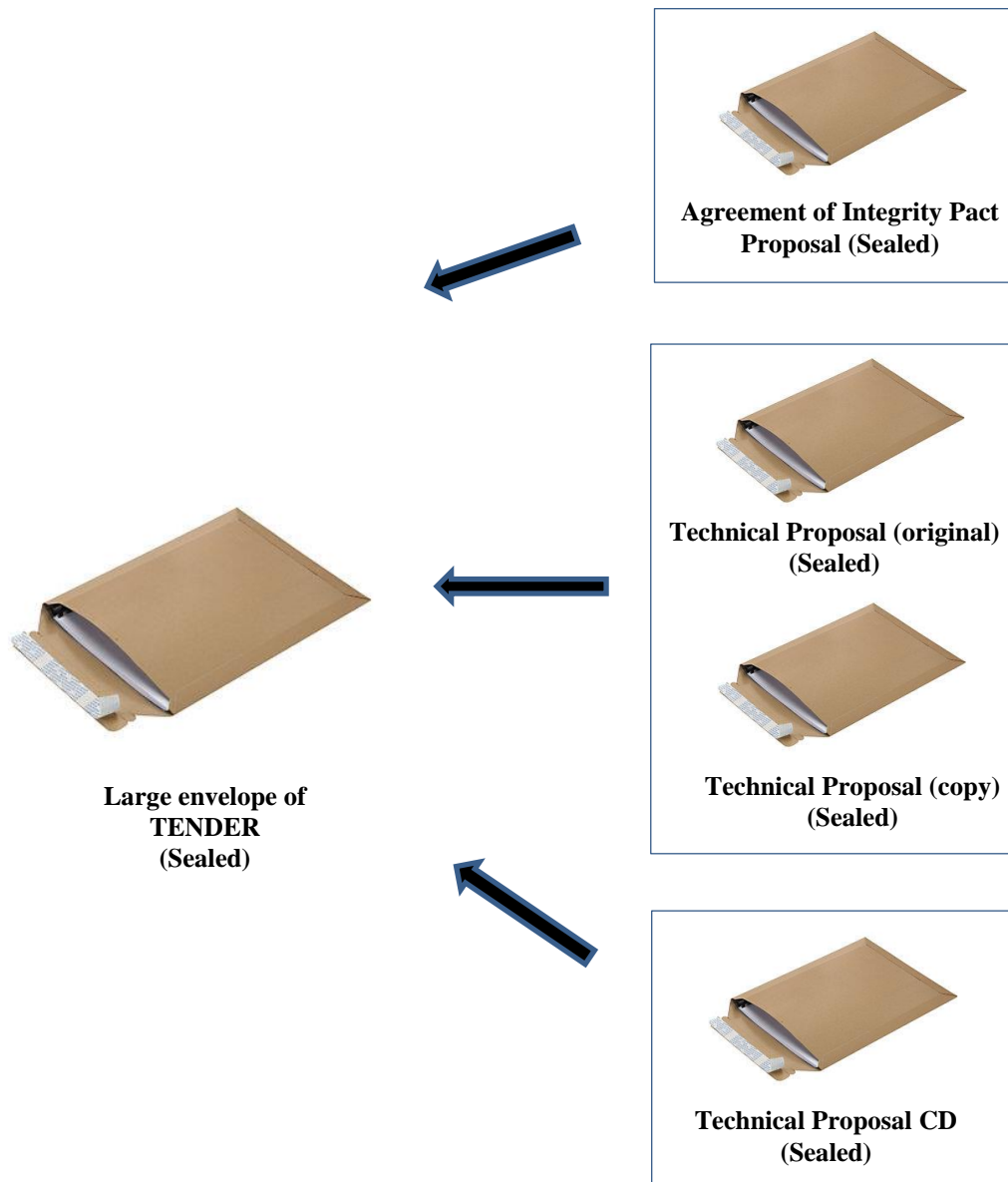
Section 11: Legal documents: Memorandum of Associate, Affidavit, Power of Attorney, or other documents showing the name of authorized person who can sign on behalf of and bind TENDERER regarding the TENDER and a relevant contract/agreement between COMPANY and TENDERER, copy of tax certificate etc.

Volume III - Commercial Proposal

TENDERER shall propose 'Fixed Premium' as specified in Exhibit B, Form of Contract through e-Auction system after COMPANY has completed Technical Evaluation stage. Instruction for e-Auction system, system training and system trial will be provided by COMPANY later on.

APPENDIX II

HOW TO SUBMIT TENDER



The following mention shall be indicated on the top left corner of each sealed envelope:



**Agreement of Integrity Pact
Proposal (Sealed)**

NAME OF TENDERER

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

CALL FOR TENDER NO: THC18-5008
THE SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

AGREEMENT OF INTEGRITY PACT PROPOSAL

“NOT TO BE OPENED”



**Technical Proposal
(original /copy) (Sealed)**

NAME OF TENDERER

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

CALL FOR TENDER NO: THC18-5008
THE SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

TECHNICAL PROPOSAL (ORIGINAL/ COPY) (Please specify)

“NOT TO BE OPENED”



**Technical CD Proposal
(Sealed)**

NAME OF TENDERER

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

CALL FOR TENDER NO: THC18-5008
THE SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

TECHNICAL PROPOSAL CD

“NOT TO BE OPENED”

The following mentions of TENDER shall be indicated on the top left corner of a large envelope:



**Large envelope of
TENDER
(Sealed)**

NAME OF TENDERER
ADDRESS OF TENDERER

BID FOR PTT EXPLORATION AND PRODUCTION PUBLIC COMPANY LIMITED
PTTEP INTERNATIONAL LIMITED

CALL FOR TENDER NO: THC18-5008
THE SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

“NOT TO BE OPENED”

TO: **MR. CHULA MANONDA**
VICE PRESIDENT, PROCUREMENT AND CONTRACTS DEPARTMENT
(For Ms. Nithikarn Yongyuth)

PTT EXPLORATION AND PRODUCTION PUBLIC COMPANY LIMITED
ENERGY COMPLEX BUILDING A, FLOORS 6, 19-36
555/1 VIBHAVADI RANGSIT ROAD
CHATUCHAK, BANGKOK 10900
THAILAND

(PTTEP’S MAILROOM, PARKING 2)

ANNEXES

ANNEX I

FORM OF LETTER OF SUBMISSION

(To be printed on TENDERER's letter head paper)

QUOTE

Date:

Subject: Call for TENDER No: **THC18-5008**
THE SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

Dear Sirs,

Having examined the TENDER DOCUMENTS contained in the above mentioned Call for TENDER issued by you on, we, the undersigned, undertake to offer the performance of the SERVICES and all obligations described in the said TENDER DOCUMENTS within the contractual dates specified therein, for the prices and rates mentioned in the present TENDER.

- Our TENDER is in full compliance with the terms and conditions set forth in the TENDER DOCUMENTS.
- Our TENDER contains modifications/exceptions to the following terms and conditions, all of which are provided in the separate exception documents:
- | | |
|--|--|
| <input type="checkbox"/> Technical requirements/specifications | <input type="checkbox"/> Commercial terms and conditions |
| <input type="checkbox"/> Contractual terms and conditions | <input type="checkbox"/> Pricing structure |

We hereby agree to submit Commercial proposal through e-Auction system where details of the system including training and system trial sessions will be provided by COMPANY later on.

We agree to keep our TENDER valid for a period of **six (6) months** from the closing date and time stipulated in Section 2 of the INSTRUCTIONS TO TENDERERS and it shall remain binding upon us and may be accepted by you at any time before the expiration of such period.

If our TENDER is accepted within the period mentioned above, we agree to enter into a formal agreement for the SERVICES in accordance with the conditions of the Form of Contract.

We understand and agree that:

- (i) you shall be under no obligation to accept the lowest or any TENDER; the decision made by you on this matter shall be final and shall not be contested or opposed by us;
- (ii) our TENDER is proposed and submitted at our cost and expense; in no case will any cost or expense incurred by us in the preparation or submission of our TENDER be borne by you; and
- (iii) all documents submitted by us in response to this CFT shall become the property of COMPANY, except for any intellectual property rights in such documents which shall remain vested in us.

All capitalized terms in this letter shall have the meaning ascribed to them in the INSTRUCTIONS TO TENDERERS (PART I of the Call for TENDER).

UNQUOTE

ANNEX II

EXCEPTION/DEVIATION SHEET (UNPRICED)

As per Section 9 of the INSTRUCTIONS TO TENDERERS, TENDERER shall clearly specify the items which do not comply with COMPANY's technical, contractual or commercial requirements and shall indicate in this Exception/Deviation Sheet (Unpriced) the incidence, if any, on time and prices to be in full conformity with the TENDER DOCUMENTS.

The Exception/Deviation Sheet (Unpriced), to be prepared as per the template below, shall be submitted as Section 10 of Volume II - Technical Proposal.

#	Reference Document /Section No.	Proposed Exception/Deviation	Reason for Exception/Deviation	(A) Impact to Schedule (Y/N)	(B) Impact to Contract Cost (Y/N)	(C) Cost Impact is quantifiable (Y/N)	(D) Increase <u>or</u> Decrease in Contract Cost if to withdraw this exception & comply with COMPANY's requirements
TECHNICAL EXCEPTIONS							
1							
2							
...							
CONTRACTUAL EXCEPTIONS							
1							
2							
...							
COMMERCIAL EXCEPTIONS <u>(NO PRICE QUOTED)</u>							
1							
2							
...							

ANNEX III

FORM OF LETTER OF CONFIRMATION

This Annex IV shall be filled up by TENDERER in order to illustrate the ability of TENDERER required by the COMPANY.

In case TENDERER is unable to perform the following requirements, TENDER will not be considered and will result in the disqualification of TENDER.

No.	Detail	Yes	No	Evidence/ Supporting document
1. COMPLIANCE WITH INSTRUCTIONS TO TENDERERS				
1	TENDERER shall participate in and comply with Integrity Pact by signing the Agreement of Integrity Pact.			TENDERER shall submit: 1.The Agreement of Integrity Pact with signature(s) of authorized person(s) as per Annex I of Form of Contract (PART II of the CFT)
2	TENDERER shall propose commercial proposal through e-Auction system.			TENDERER shall submit: 1.Confirmation letter
2. GOODS SPECIFICATIONS				
1	TENDERER is able to supply High Speed Diesel (B0) as per specifications specified in Appendix 1, Exhibit A, Form of Contract.			TENDERER shall submit 1.Confirmation letter and 2.Certified document (e.g. Product specification)
3. DELIVERY				
1	TENDERER is able to supply High Speed Diesel (B0) on the effective date of the contract.			TENDERER shall submit: 1.Confirmation letter
2	TENDERER is able to supply High Speed Diesel (B0) at COMPANY's delivery location or within the distance of 1,000 meters radius from Jetty at PSB in Songkhla.			TENDERER shall submit: 1.Confirmation letter and 2.TENDERER's delivery location and detailed process of product delivery
3	TENDERER shall supply High Speed Diesel (B0) to the delivery location after receiving the draft release order within 48 hours prior to delivery date and delivery time.			TENDERER shall submit: 1.Confirmation letter and 2.Execution plan and timeline for a delivery of High Speed Diesel (B0) of 300,000 liters
4	TENDERER shall accept the change and/or cancellation of the draft release order within 24 hours prior to delivery date and delivery time.			TENDERER shall submit: 1.Confirmation letter
4. FLOW RATE CAPACITY				
1	TENDERER shall transfer High Speed Diesel (B0) at flow rate of minimum 38,000 liters per hour and operate within COMPANY's required Total Operating Hours or lesser.			TENDERER shall submit (1) and/or (2): (1) For Road tanker: 1.Road tanker specifications, list of equipment and/or execution plan for acquired road tanker and required equipment and 2.Road tanker capacity, flow rate per hour and estimated total operating hour for 300,000 liters

				<p>(2) For Other mode of delivery: 1.TENDERER's equipment, its specifications in terms of capacity, flow rate and estimated total operating hour for 300,000 liters</p>
5. COMMERCIAL CONDITIONS				
1	TENDERER shall accept the Formula of Fuel Selling Price (THB/Liter) as specified in Exhibit B.			TENDERER shall submit: 1.Confirmation letter
2	TENDERER shall accept the average MOPS price reference to MOPS Gas Oil 500 ppm (0.05%) sulfur.			TENDERER shall submit: 1.Confirmation letter

PART II
FORM OF CONTRACT

(This part contains 88 pages in total)



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

CONTRACT NO. THC18-5008

WITH

SUPPLIER's name

FOR

THE SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

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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 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

..... (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 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 subsuppliers.

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 1st 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 subsupplier.

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:
Phone: (662) 537 4000
Attention:

(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, 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

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

23.2.4 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 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

For COMPANY

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

Witnessed by:

Witnessed by:

Signature: _____

Signature: _____

Name: _____

Name: _____

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 ตลอดจนความร่วมมือป้องกันและต่อต้านการทุจริตในการจัดซื้อจัดจ้างภาครัฐ เพื่อให้เกิดการใช้เงินงบประมาณอย่างคุ้มค่า และปฏิบัติการจัดซื้อจัดจ้างด้วยความโปร่งใส และเป็นธรรมยิ่งขึ้น จึงกำหนดให้ผู้ประกอบการที่ร่วมลงนามในข้อตกลงคุณธรรมนี้เท่านั้น เป็นผู้ที่มีสิทธิ์เข้าร่วมกระบวนการจัดซื้อจัดจ้างภาครัฐในโครงการนี้

ดังนั้น เพื่อดำเนินการโครงการความร่วมมือป้องกันและต่อต้านการทุจริตในการจัดซื้อจัดจ้างภาครัฐ ประสบผลสำเร็จ ข้าพเจ้าผู้ประกอบการ (บริษัท)...To be inserted by TENDERER in Thai..... ผู้ซึ่งเข้าร่วมในกระบวนการจัดซื้อจัดจ้างภาครัฐจึงได้ตระหนักถึงความสำคัญในการต่อต้านการทุจริตในการจัดซื้อจัดจ้างภาครัฐ จึงได้ร่วมทำข้อตกลงคุณธรรมความร่วมมือป้องกันและต่อต้านการทุจริตในการจัดซื้อจัดจ้างภาครัฐ

หน่วยงานภาครัฐและผู้ประกอบการ เห็นพ้องต้องกันให้มีผู้สังเกตการณ์ รายชื่อดังนี้

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

ในความร่วมมือป้องกันและต่อต้านการทุจริตในการจัดซื้อจัดจ้างภาครัฐสำหรับการดำเนินการตาม โครงการข้างต้น

หน่วยงานภาครัฐ ผู้ประกอบการ และผู้สังเกตการณ์ จึงร่วมทำข้อตกลงคุณธรรมร่วมมือปฏิบัติตามเงื่อนไขที่กำหนด ดังนี้

1. หน่วยงานภาครัฐ

หน่วยงานภาครัฐมีเจตจำนงอันแรงกล้าที่จะใช้หลักการทางคุณธรรมเป็นเครื่องช่วยให้เกิดความร่วมมือและร่วมใจระหว่างทุกฝ่ายอันจะเกิดผลให้การดำเนินโครงการข้างต้นปลอดจากการทุจริต หรือการกระทำ

โดยมิชอบทั้งปวง เพื่อให้การใช้เงินงบประมาณสำหรับการดำเนินงานตามโครงการดังกล่าวเป็นไปอย่างคุ้มค่า มีประสิทธิภาพ และเกิดประโยชน์แก่ประเทศชาติและประชาชนอย่างแท้จริง จึงขอให้กำนัสัญญาในการปฏิบัติ ตามข้อตกลงคุณธรรมไว้ดังต่อไปนี้

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

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

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

1.4 อนุญาตและอำนวยความสะดวกให้ผู้สังเกตการณ์เข้าร่วมสังเกตการณ์ในกระบวนการจัดซื้อจัดจ้างภาครัฐ ตลอดระยะเวลาของโครงการในทุกขั้นตอนของการจัดซื้อจัดจ้าง ซึ่งรวมถึงขั้นตอนดังต่อไปนี้ (1) การกำหนดราคากลาง หรือการเปิดเผยราคากลาง (2) การจัดทำร่างขอบเขตของงาน (TOR) (3) การตรวจสอบคุณสมบัติผู้เสนอราคา หรือทุกขั้นตอนของการดำเนินการจัดซื้อจัดจ้าง (4) การตรวจรับงานตามสัญญา

จัดซื้อจัดจ้าง ทั้งนี้เจ้าของโครงการต้องกำหนดการประชุมและให้ข้อมูลที่เพียงพอเกี่ยวกับการประชุมใดๆ ที่มีขึ้นระหว่างเจ้าของโครงการกับผู้ทำสัญญาให้ผู้สังเกตการณ์ได้ทราบ

1.5 กำหนดมาตรการและช่องทางที่สะดวกต่อการปฏิบัติสำหรับผู้พบเห็นว่ากรรมการ เจ้าหน้าที่ หรือผู้มีส่วนเกี่ยวข้องกับการจัดซื้อจัดจ้างผู้ใดมิได้ปฏิบัติตามข้อตกลงฯ หรือได้กระทำการใดๆ ที่ไม่เป็นไปตามข้อตกลงฯ กำหนด หรือพบเห็นพฤติกรรมที่สื่อไปในทางทุจริตหรืออาจนำไปสู่การทุจริตได้ ให้สามารถแจ้งหน่วยงานภาครัฐเจ้าของโครงการ นอกจากนี้อาจแจ้งไปยังหน่วยงานที่เกี่ยวข้องเป็นผู้พิจารณา เช่น สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตแห่งชาติ สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตในภาครัฐ กรมสอบสวนคดีพิเศษ สำนักงานการตรวจเงินแผ่นดิน เป็นต้น โดยเจ้าของโครงการอาจพิจารณาดำเนินการทางวินัยควบคู่ไปด้วยก็ได้หากผู้ที่เกี่ยวข้องนั้นเป็นเจ้าหน้าที่ของรัฐ

2. ผู้ประกอบการซึ่งเป็นผู้เข้าร่วมเสนอราคา/ผู้ทำสัญญา หรือตัวแทน

ผู้ประกอบการซึ่งเป็นผู้เข้าร่วมเสนอราคา/ผู้ทำสัญญา หรือตัวแทน ซึ่งเสนอตัวเพื่อขอรับโอกาสในการดำเนินงานตามโครงการข้างต้นให้กับหน่วยงานของรัฐ ตระหนักดีว่าผู้ประกอบการที่มีคุณธรรมเป็นผู้มีบทบาทสำคัญยิ่งในการร่วมป้องกันและต่อต้านทุจริตในการจัดซื้อจัดจ้างเพื่อให้การดำเนินโครงการดังกล่าวในทุกขั้นตอนปลอดจากการทุจริต หรือการกระทำโดยมิชอบทั้งปวง สมดังเจตจำนงของหน่วยงานภาครัฐ จึงขอให้คำมั่นสัญญาในการปฏิบัติตามข้อตกลงคุณธรรมไว้ดังต่อไปนี้

2.1 ปฏิบัติตามมาตรการและวิธีการดำเนินงานที่จำเป็นเพื่อป้องกันการทุจริตภาครัฐและสนับสนุนให้กระบวนการจัดซื้อจัดจ้างภาครัฐเป็นไปด้วยความโปร่งใสและเป็นธรรม ดังนี้

2.1.1 กำหนดให้มีนโยบายต่อต้านการทุจริตประพฤติมิชอบ พร้อมทั้ง สื่อสารนโยบายการต่อต้านการทุจริตประพฤติมิชอบให้ทั่วถึงทั้งองค์กร

2.1.2 ปฏิบัติตามมาตรการของรัฐอย่างเคร่งครัด ซึ่งรวมถึงจัดทำบัญชีแสดงรายการรับจ่ายของโครงการที่เป็นคู่สัญญากับหน่วยงานของรัฐยื่นต่อกรมสรรพากรตามพระราชบัญญัติประกอบรัฐธรรมนูญว่าด้วยการป้องกันและปราบปรามการทุจริต 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 เข้าร่วมสังเกตการณ์ และตรวจสอบโครงการได้ในขั้นตอนต่างๆ เช่นเดียวกับหน่วยงานเจ้าของโครงการ รวมถึง การตรวจรับงานและการจัดทำบัญชีแสดงรายการรับจ่ายของโครงการ

2.4 ผู้ทำสัญญาต้องรับผิดชอบการกระทำของผู้รับเหมาช่วงใดๆ ของตน (ถ้ามี) เสมือนเป็นการกระทำด้วยตนเองและต้องจัดการให้ผู้รับเหมาช่วงเหล่านั้นต้องมีหน้าที่ปฏิบัติเสมือนเป็นผู้ร่วมลงนามในสัญญาฯ นี้

2.5 ในกรณีที่พบว่าผู้เข้าร่วมเสนอราคาผู้ทำสัญญาหรือตัวแทนรายใดมิได้ปฏิบัติตามข้อตกลงฯ หรือได้กระทำการใดๆ ที่ไม่เป็นไปตามข้อตกลงฯ กำหนด หรือพบเห็นพฤติกรรมที่ส่อไปในทางทุจริตหรืออาจนำไปสู่การทุจริตได้ ให้แจ้งหน่วยงานภาครัฐเจ้าของโครงการ นอกจากนี้อาจแจ้งหน่วยงานอื่นๆ ที่เกี่ยวข้องเป็นผู้พิจารณา เช่น สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตแห่งชาติ สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตในภาครัฐ กรมสอบสวนคดีพิเศษ สำนักงานการตรวจเงินแผ่นดิน เป็นต้น

3. ผู้สังเกตการณ์ (Observer)

ผู้สังเกตการณ์ที่มีความเป็นอิสระ มีความเป็นกลาง มีคุณธรรม และมีความความรู้ความสามารถในวิชาชีพเฉพาะในทุกด้านที่เกี่ยวข้องกับโครงการข้างต้น เป็นเสมือนกลไกสำคัญในการร่วมป้องกันและต่อต้านทุจริตในการจัดซื้อจัดจ้าง เพื่อให้การดำเนินโครงการดังกล่าวในขั้นตอนต่างๆ ปลอดภัยจากการทุจริต หรือการกระทำโดยมิชอบทั้งปวง จึงขอให้คำมั่นสัญญาในการปฏิบัติตามข้อตกลงคุณธรรมไว้ ดังต่อไปนี้

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

3.2 ปฏิบัติหน้าที่โดยอิสระ ซื่อสัตย์และเป็นกลาง ให้การสนับสนุนด้านความรู้ที่เป็นประโยชน์ แสดงความคิดเห็นโดยไม่มีสิทธิออกเสียงหรือร่วมลงมติ หรือกระทำการอันเป็นเหตุในการขัดขวางกระบวนการจัดซื้อจัดจ้าง

3.3 มีสิทธิขอข้อมูลเอกสารที่เกี่ยวข้องกับโครงการ โดยทั้งหน่วยงานภาครัฐและผู้เข้าร่วมเสนอราคาผู้ทำสัญญาหรือตัวแทนรายใดจะต้องให้ความร่วมมือในการให้ข้อมูล ทั้งนี้ ผู้สังเกตการณ์จะต้องรักษาข้อมูลและเอกสารเป็นความลับและไม่เปิดเผยความลับทางการค้าที่ไม่มีส่วนเกี่ยวข้องกับโครงการ

3.4 ให้ข้อมูล แจ้งเบาะแส ตรวจสอบบัญชีรายการรับจ่ายของโครงการ 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 หรือพบเห็นพฤติกรรมที่ส่อไปในทางทุจริต หรืออาจนำไปสู่การทุจริตได้จะต้องรีบแจ้งหน่วยงานเจ้าของโครงการทราบ เพื่อให้มีการชี้แจงหรือแก้ไขในระยะเวลา ที่กำหนด หากหน่วยงานดังกล่าวไม่ชี้แจง หรือแก้ไข ให้ผู้สังเกตการณ์รายงานคณะกรรมการความร่วมมือป้องกันการทุจริตทันที เพื่อดำเนินการรายงานข้อมูลสู่สาธารณะ และผู้สังเกตการณ์อาจแจ้งหน่วยงานอื่นๆ ที่เกี่ยวข้องเป็น ผู้พิจารณา เช่น สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตแห่งชาติ สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตในภาครัฐ กรมสอบสวนคดีพิเศษ สำนักงานการตรวจเงินแผ่นดิน เป็นต้น

บทลงโทษ

ในกรณีที่ผู้ลงนามฝ่ายใดไม่ปฏิบัติตามข้อตกลงฯ ให้หน่วยงานที่เกี่ยวข้องดำเนินการตามกฎหมาย และกฎระเบียบที่เกี่ยวข้อง

ลงนาม.....

(หัวหน้าส่วนราชการ)

ตำแหน่ง.....

หน่วยงาน.....

วันที่.....

ลงนาม.....

(ผู้สังเกตการณ์)

ตำแหน่ง.....

หน่วยงาน.....

วันที่.....

ลงนาม.....

(ผู้เสนอราคาที่มีอำนาจลงนาม)

ตำแหน่ง.....

หน่วยงาน.....

วันที่.....

ลงนาม.....

(ผู้สังเกตการณ์)

ตำแหน่ง.....

หน่วยงาน.....

วันที่.....

ลงนาม.....
(ผู้สังเกตการณ์)

ตำแหน่ง.....

หน่วยงาน.....

วันที่.....

ลงนาม.....
(ผู้สังเกตการณ์)

ตำแหน่ง.....

หน่วยงาน.....

วันที่.....

ลงนาม.....
(ผู้สังเกตการณ์)

ตำแหน่ง.....

หน่วยงาน.....

วันที่.....

ลงนาม.....
(ผู้สังเกตการณ์)

ตำแหน่ง.....

หน่วยงาน.....

วันที่.....

Exhibit A
Scope of Supply

This part contains 6 pages.

Exhibit A

Scope of Supply

1. General Scope

The SUPPLIER shall supply GOODS for Offshore Operations by road tanker and deliver to 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's site representative.

2.3.2. The COMPANY's site 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 for each delivery road tanker 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, from any road tanker prior the transfer of GOODS from road tanker to COMPANY GROUP's vessel by COMPANY's site 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 116,720,100 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

2.7.1. Visual inspection on seals and GOODS level at the road tanker level pad will be conducted by COMPANY's site representative prior transfer. COMPANY reserves the right to reject the delivery of the GOODS if any of the seal is broken, or the fuel level in road tanker is not at the acceptable standard position of the level pad of the tank.

2.7.2. 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's site representative or COMPANY GROUP's vessel master

2.7.3. 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

In case the fuel level in road tanker is not at the acceptable standard position of the level pad of the tank. SUPPLIER shall use hand pump with glass tube to transfer the GOODS from the road tanker's compartment with GOODS level at the acceptable standard position of the level pad of the tank to measure the shortage quantity.

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

3.1 SUPPLIER equipment shall include but not limited to road tanker and associated equipment.

3.1.1. SUPPLIER shall provide a minimum 38,000 liters capacity road tankers, with capability to transfer GOODS at a minimum flow rate 38,000 liters per hour, to deliver GOODS to COMPANY and complied with APPLICABLE LAWS.

3.1.2. SUPPLIER shall ensure that its road tanker are roadworthy and in safe working conditions.

3.1.3. SUPPLIER shall supply below safety equipment to the road tanker operator and shall be worn by the road tanker operator at all time when enter COMPANY's Petroleum Development Support Base:

- Safety shoes;
- Safety helmet; and
- Gloves.

3.1.4. SUPPLIER shall ensure that the road tanker is equipped with certified equipment (if applicable) and in good working condition which are included but not limited to:

- Transfer hose;
- Drip trays;
- Rubber wheel stopper;
- Traffic cones;
- Fire extinguisher, class B;
- Rubber mat;

- Whip check;
- End connection couplings;
- Transfer pumps; and
- Hand pump with glass tube.

4. Delivery of GOODS

4.1. DELIVERY LOCATION

Unless stated otherwise in the DRAFT RELEASE ORDER, GOODS shall be delivered at Jetty in Petroleum Support Base (PSB) in Songkhla as the address stated below.

COMPANY'S PETROLEUM SUPPORT BASE (PSB)
201/8-11 MOO1
TAMBON HUAKAO
AMPHUR SINGNAKORN
SONGKHLA 90280
Tel: 074-331-068

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 Certificate of Quality and the delivery note for each road tanker. Delivery of the GOODS shall be interpreted in accordance with INCOTERMS 2010 DDP at Jetty in Petroleum Support Base (PSB) 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. SUPPLIER shall be responsible to connect his transfer hose coupling at SUPPLIER's road tanker's outlet, leading onto COMPANY GROUP's assigned vessel, at COMPANY's PSB Jetty, in Songkhla.
- 4.3.3. SUPPLIER's representative shall be responsible for handling and transferring of the GOODS between outlet(s) and unload all GOODS into COMPANY GROUP vessel's petrol tanks or to any containers that COMPANY may provide and ensure that no GOODS remain in the transfer hose.
- 4.3.4. After due and complete receipt of the GOODS, SUPPLIER's representative and COMPANY's site representative or COMPANY GROUP's vessel master 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.
- 4.3.5. SUPPLIER shall ensure that the GOODS are delivered at the DELIVERY LOCATION within 3 hours of DELIVERY DATE and DELIVERY TIME as specified in the DRAFT RELEASE ORDER.
- 4.3.6. SUPPLIER shall make adequate arrangement to ensure a minimum transfer rate of 38,000 liter per hour for transferring GOODS from road tanker to COMPANY GROUP's vessel.
- 4.3.7. SUPPLIER shall take all necessary measures not to delay COMPANY GROUP's vessel scheduled departure, including ensure continuous supply of road tanker so that there is no disruption in transferring of GOODS until the required quantity of GOODS are transferred to COMPANY GROUP's vessel.
- 4.3.8. SUPPLIER shall maintain required Total Operating Hours, counting start from first hose connection from the first road tanker 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

- 4.3.9. 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, COMPANY's Standard Operating Instructions, SSHE Rules and Regulation Procedures and relevant APPLICABLE LAWS. The summary of roles and responsibility for delivery and transfer GOODS can be referred to Table 1.0.

Table 1.0: Delivery & Transfer Responsibility Matrix

Item	Description	COMPANY/ VESSEL	SUPPLIER
1.0	Transportation		
1.1	Ensure road tanker and required equipment are certified and in good working condition		X
1.2	Ensure correct type of fuel is loaded to the road tanker		X
1.3	Transport fuel to DELIVERY LOCATION		X
2.0	Prior Transfer		
2.1	Inspect road tanker and seals, delivery documents, and visual inspection of fuel level in the tank(s)	X	
2.2	Inspect transfer equipment and PPE	X	
2.3	Put up safety signs	X	
2.4	Conduct JSA and toolbox talk	X	
2.5	Ensure drip trays are in place while connecting hose coupling		X
2.6	Connect hose coupling to road tanker outlet		X
2.7	Connect hose coupling to vessel	X	
3.0	During Transfer		
3.1	Instruct road tanker operator to commence transfer	X	
3.2	Inspect for leakage	X	X
3.3	Instruct road tanker to increase/decrease transfer rate or stop transfer	X	
4.0	Completion of Transfer		
4.1	Disconnect hose coupling from road tanker		X
4.2	Disconnect hose coupling from vessel	X	
4.3	Ensure drip trays are in place while disconnecting hose coupling		X
4.4	Sign the delivery note	X	X

5. Documentation

SUPPLIER shall provide below documents for each road tanker 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. ก. 412 หนังสือรับรองการให้ความเห็นชอบลักษณะและคุณภาพของน้ำมันเชื้อเพลิงเฉพาะส่วนที่ไม่เป็นไปตามที่กรมธุรกิจพลังงานกำหนด) from Department of Energy Business, Ministry of Energy (กรมธุรกิจพลังงาน กระทรวงพลังงาน) before the EFFECTIVE DATE of the CONTRACT;
- COMPANY reserves the right to examine SUPPLIER's representative qualification during the CONTRACT period.

7. Other Mode of Delivery

For mode of delivery other than road tanker SUPPLIER shall comply with COMPANY's requirements no. 1 – 6 unless otherwise specify below:

7.1. Quality Measurement

7.1.1. SUPPLIER shall provide Certificate of Quality (COQ) of GOODS for each delivery of GOODS.

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

7.2. Quantity Measurement, Volume Discrepancies, Process of GOODS Delivery

COMPANY shall follow quantity measurement, volume discrepancies, and process of GOODS delivery methodology as per industrial standard practice.

7.3. DELIVERY LOCATION

GOODS shall be delivered within 1,000 meter radius of Jetty in Petroleum Support Base (PSB) in Songkhla as the address stated below.

COMPANY'S PETROLEUM SUPPORT BASE (PSB)
201/8-11 MOO1
TAMBON HUAKAO
AMPHUR SINGNAKORN
SONGKHLA 90280
Tel: 074-331-068

7.4. Flow Rate

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.

7.5. Total Operating Hour

SUPPLIER shall either meet, or operate with lower than required Total Operating Hours, counting start from first hose connection from the source of supply 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

7.6. Documentation

SUPPLIER shall provide below documents for each delivery:

- Delivery note;
- Certificate of Quality;
- Copy of DRAFT RELEASE ORDER.

7.7. Others

COMPANY reserves the right to accept bidder's proposed procedures subjected to COMPANY's procedures and risk assessment.

**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	Limit	Test Method
1	Specific Gravity at 15.6 /15.6 °C	MIN 0.81 – MAX 0.87	ASTM D 1298 or equivalent
2	Cetane Number or Cetane Index	MIN 50	ASTM D 613 or equivalent
3	Viscosity, cSt – at 40 °C	MIN 1.8 – MAX 4.1	ASTM D 445 or equivalent
4	Pour Point, °C	MAX 10	ASTM D 97 or equivalent
5	Sulphur, %wt.	MAX 0.005	ASTM D 2622 or equivalent
6	Copper Strip Corrosion, Number	MAX 1	ASTM D 130 or equivalent
7	Oxidation Stability		
	7.1 g/m ³	MAX 25	ASTM D 2274 or equivalent
	7.2 hr.	MIN 35	EN 15751 or equivalent
8	Carbon Residue, %wt. on 10% Distillation Residue	MAX 0.30	ASTM D 4530
9	Water and Sediment, %vol.	MAX 0.05	ASTM D 2709 or equivalent
10	Water mg/kg	MAX 300	EN ISO 12937 or equivalent
11	Total Contamination mg/kg	MAX 24	EN 12662 or equivalent
12	Ash, %wt.	MAX 0.01	ASTM D 482 or equivalent
13	Flash Point, °C	MIN 52	ASTM D 93 or equivalent
14	Distillation, 90% Recovered, °C	MAX 357	ASTM D 86 or equivalent
15	Polycyclic Aromatic Hydrocarbon, %wt.	MAX 11	ASTM D 2425 or equivalent
16	Color		
	16.1 Hue	Yellow	
	16.2 Intensity	MAX 4	ASTM D 1500 or equivalent
17	Methyl Ester of Fatty Acids, %vol.	MAX 0	EN 14078 or equivalent

SUPPLIER shall ensure that the item 1-16 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>

Energy Complex Building A, 6th & 19-36th Fl.
 555/1 Vibhavadi-Rangsit Rd., Chatuchak,
 Bangkok 10900, Thailand
 TEL: (662) 537-4000
 FAX: (662) 537-5043, 537-4444
 http://www.pttep.com



RELEASE ORDER No. XXXXXXXXXX

(<Order Status>)

Vendor :	<Vendor Name>	Issue Date :	<PO Latest Released Date>
	<Vendor Address> <Vendor Address>	Project Urgency :	<Plant ID>, <Plant Description> <Requirement Priority>
	Tel : <Vendor Tel> Fax : <Vendor Fax>	Purchaser :	<PO Creator Name> Tel : <PO Creator Tel> 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>	Contract/MA No. :	<Contract Number>
Quotation :	<Vendor Quotation No., Date>	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 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 :	Inclusive of all kinds of taxes, except VAT	Delivery Date :	<Delivery Date>
Payment Term :	<Payment Term>	Delivery Place :	<Delivery Place>

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/duplicate of tax invoice, showing description, quantity and unit price of goods/materials, shall be submitted with the goods/materials. Absence of such documents will cause a delay in payment.

Shipping Instruction : Vendor shall comply with the attached shipping instruction for General Cargo

Payment Term : Invoice shall

- Bear **COMPANY's contract number**
- Bear **COMPANY's purchase order/service order number**
- Bear **project name : <plant ID> <plant description>**
- Bear **item number of the material which are specified in Release Order which are delivered**
- Be in name of and mail to

Energy Complex Building A, 6th & 19-36th Fl.
 555/1 Vibhavadi-Rangsit Rd., Chatuchak,
 Bangkok 10900, Thailand
 TEL: (662) 537-4000



<COMPANY NAME>

Energy Complex Building A, 6th & 19-36th Fl.
 555/1 Vibhavadi-Rangsit Rd., Chatuchak,
 Bangkok 10900, Thailand
 TEL: (662) 537-4000
 FAX: (662) 537-5043, 537-4444
 http://www.pttep.com



RELEASE ORDER No. XXXXXXXXXX

(<Order Status>)

FAX: (662) 537-5043, 537-4444
 http://www.pttep.com
 Attention : Accounting Department

Acknowledgement and Acceptance of Order : 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.

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>

Energy Complex Building A, 6th & 19-36th Fl.
 555/1 Vibhavadi-Rangsit Rd., Chatuchak,
 Bangkok 10900, Thailand
 TEL: (662) 537-4000
 FAX: (662) 537-5043, 537-4444
 http://www.pttep.com



RELEASE ORDER No. XXXXXXXXXX

(Final Approved)

Vendor :	<Vendor Name>	Issue Date :	<PO Latest Released Date>
	<Vendor Address> <Vendor Address>	Project Urgency :	<Plant ID>, <Plant Description> <Requirement Priority>
	Tel : <Vendor Tel> Fax : <Vendor Fax>	Purchaser :	<PO Creator Name> Tel : <PO Creator Tel> Fax : <PO Creator Fax>
Attention :	<Vendor Contact Person> Tel : <Vendor Contact Person Tel> Fax : <Vendor Contact Person Fax> Email : <Vendor Contact Person Email>	Contract/MA No. :	<Contract Number>
Quotation :	<Vendor Quotation No., Date>	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 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 :	Inclusive of all kinds of taxes, except VAT	Delivery Date :	<Delivery Date>
Payment Term :	<Payment Term>	Delivery Place :	<Delivery Place>

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/duplicate of tax invoice, showing description, quantity and unit price of goods/materials, shall be submitted with the goods/materials. Absence of such documents will cause a delay in payment.

Shipping Instruction : Vendor shall comply with the attached shipping instruction for General Cargo

Payment Term : Invoice shall
 - Bear **COMPANY's contract number**
 - Bear **COMPANY's purchase order/service order number**
 - Bear **project name : <plant ID> <plant description>**
 - Bear **item number of the material which are specified in Release Order which are delivered**
 - Be in name of and mail to
 Energy Complex Building A, 6th & 19-36th Fl.
 555/1 Vibhavadi-Rangsit Rd., Chatuchak,
 Bangkok 10900, Thailand
 TEL: (662) 537-4000



<COMPANY NAME>

Energy Complex Building A, 6th & 19-36th Fl.
555/1 Vibhavadi-Rangsit Rd., Chatuchak,
Bangkok 10900, Thailand
TEL: (662) 537-4000
FAX: (662) 537-5043, 537-4444
http://www.pttep.com



RELEASE ORDER No. XXXXXXXXXX

(Final Approved)

FAX: (662) 537-5043, 537-4444
http://www.pttep.com
Attention : Accounting Department

Acknowledgement and Acceptance of Order : 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.

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 3 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

MOPS price is Mean of Platts Singapore which is the average set of Singapore-based Gasoil product price assessments published by Platts.

The average MOPS price shall be referenced to the average of means of Platt's Asia Pacific/ Arab Gulf Marketscan quotations for FOB Singapore Gasoil 0.05% Sulfur.

The average MOPS price shall be calculated in Thai Baht per Liter. The exchange rate for conversion of currency from US Dollar to Thai Baht of the average MOPS price shall be the average of *average closing buying rates 'Sight Bill'* and *average selling rates*, announced by the Bank of Thailand.

Note: 1 Barrel is equal to 158.99 liters

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 all 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 PLACE; and
- Other relevant administration and management cost.

1.2.2 Fixed premium rate shall be quoted in Thai Baht per Liter.

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

1.2.4 The commercial proposal for fixed premium shall be proposed through **e-Auction** system, as nominated by COMPANY, during auction date and time.

1.2.5 Instruction for e-Auction system, system training and system trial will be provided by COMPANY later on.

Below table is unit rate of Fixed Premium proposed through e-Auction system:

Rate	Unit price (THB/Liter)
Fixed Premium	<i>Proposed through e-Auction system</i>

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 [...to be inserted by COMPANY...]

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
- COMPANY's site representative or COMPANY GROUP's vessel master.

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 from the source of supply until 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 41 pages.



SSHE CONTRACT REQUIREMENTS

FOR CONTRACT: THC18-5008

SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

CONTRACT MODE: 1



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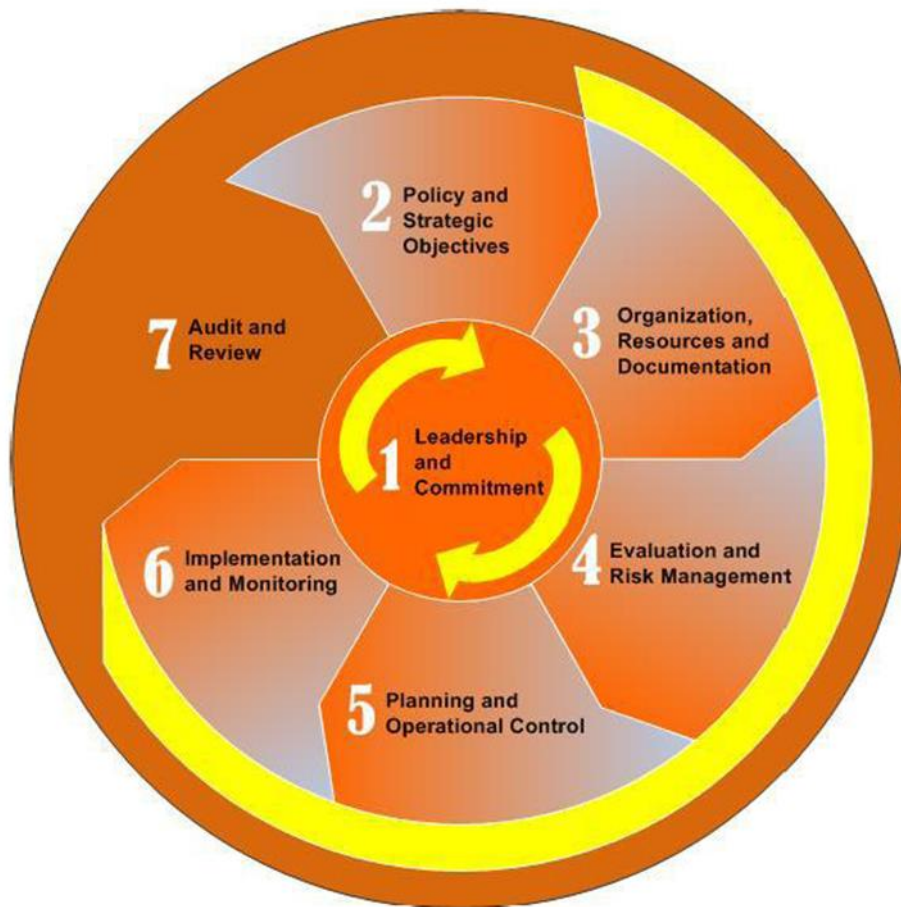
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PART 1 SSHE MS REQUIREMENTS

1. LEADERSHIP AND COMMITMENT

1.1 INTRODUCTION

COMPANY 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:





Safety, Security, Health and Environment (SSHE) Policy

PTTEP places SSHE as a core value that shall be integrated into our business. We believe that all incidents are preventable, and are fully committed to being a zero incident organisation. PTTEP, therefore, shall adhere to safe operating standards to ensure operational and process safety, the health of everybody involved in our operations and communities in which we operate, environmental protection, and security of our people and assets. This is to prevent personal injuries and major accident events, and to support the key objective of sustainable development.

To meet these commitments, PTTEP has in place a SSHE Management System (SSHE MS) that outlines the main principles and accountabilities to drive for continuous improvement. PTTEP shall:

- Strive to sustain a positive SSHE culture through visible leadership and commitment to SSHE, and involvement of all employees and contractors to implement the SSHE MS. Line Management has a responsibility with clear authorities and accountabilities for SSHE performance.
- Meet or exceed compliance requirements with all applicable SSHE laws, regulations, and international specifications in all our global operations.
- Strive to manage operational and process safety as a fundamental and critical element in our SSHE philosophy and practice. To achieve this SSHE risks shall be identified, eliminated, and minimised to be As Low As Reasonably Practicable (ALARP).
- Continuously reinforce to all employees and contractors the right to exercise their “Stop Work Authority (SWA)” when operations start to deviate from safe operating practices. Everybody is accountable for their own safety and the safety of those around them.
- Promote employee health as part of an effective occupational health management system.
- Ensure all employees and contractors are assessed and maintain the required level of job and SSHE competency.
- Identify and plan for emerging security threats and respond proactively to emergencies and crisis to minimise their impact.
- Strive to achieve and maintain SSHE excellence by setting measurable SSHE objectives, KPIs, and targets, and assessing performance through regular audits and reviews.
- Communicate SSHE issues and performance in an open and transparent manner, and share SSHE best practices internally and externally.

The successful implementation of this policy requires total commitment from PTTEP employees and contractors at all levels.

(Somporn Vongvuthipornchai)
President and Chief Executive Officer

Date 25 FEB 2016

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 the COMPANY SSHE Policy.

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



1.2 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:

- CONTRACTOR personnel working on or visiting a COMPANY Facility or Work Site is to act in accordance with the COMPANY's SSHE Policy.
- The CONTRACTOR shall at all times comply with the requirements of the COMPANY's SSHE Rules and Regulations.
- Entry to COMPANY's facilities is controlled. All personnel must comply with current regulations regarding identity cards / gate passes / security checks, etc. and with instructions given on warning signs.
- No personnel shall attend work whilst impaired by alcohol, drugs or other substances.
- Special controls are in place covering sources of ignition (matches, lighters, cameras, mobile telephones, gasoline powered vehicles, etc.)
- The specific site Emergency Response procedures on the COMPANY's locations are to be followed.
- CONTRACTOR personnel who have underlying diseases/prior diseases and did not disclose as per PTTEP fitness to work requirements, if there is relapse/active/recurrent illness or accident related to those prior diseases. The contractors must be responsible for damage and expenses incurred with this accident/illness/relapse, including the cost of bringing the patient to hospital for treatment

1.3 TENDER REQUIREMENTS

Contracted services will be under the Company's **Mode 1** which means the contractor provides people and tools for the execution of the work under the supervision, instructions and SSHE Management System of COMPANY. The contractor has a Management System to provide assurance that the personnel for whom he is responsible are qualified and healthy for the job and that the tools and machinery he is providing are properly maintained and suitable for the job.

1. Contractor shall read and comply with all requirements as stated in this SSHE CONTRACT REQUIREMENTS.
2. Contractor to familiarize itself with the Companies SSHE-MS as described in SSHE-106-Manual-000, COMPANY SSHE Management System Manual.
3. Contractor shall describe to Company
 - a. How the Contractor will ensure its staff is competent for their tasks.
 - b. How the Contractor will maintain its equipment in good working order as per manufactures design intent.
 - c. How the Contractor will manage SSHE during Pre-Mobilization, Execution and De-Mobilization.
4. CONTRACTOR shall develop and submit a **Draft of CONTRACT SSHE MANAGEMENT PLAN** for this tender describing the specific actions, programs and procedures that will be implemented by Contractor to manage hazards associated with the execution of the Services under the Contract. The Contract SSHE



management plan shall cover all Contract phases from mobilization through execution, demobilisation and site restoration.

5. COMPANY has reviewed the content of the Services to be provided under the Contract and has identified the activities and hazards that, as a minimum, should be considered by Contractor when developing / reviewing the Contract SSHE management plan. **See Section 4.1 HAZARDS AND EFFECTS MANAGEMENT PROCESS**
6. CONTRACTOR shall submit the completed CONTRACT SSHE MANAGEMENT PLAN to the Contract Holder for approval after contract has been awarded to successful bidder.
7. CONTRACTOR shall review COMPANY's Risk assessment and demonstrate to Company that all hazards have been identified and all activities have had the hazards reduced to ALARP (As Low As Reasonably Practicable).
8. The requirements specified in this document "SSHE CONTRACT REQUIREMENTS" apply regardless of the status of an activity (e.g. standing by or demobilised). CONTRACTOR shall ensure that any person, admitted to the Site(s) by CONTRACTOR or its SUB-CONTRACTOR shall comply with the relevant SSHE Specifications herein.

1.4 PRE-MOBILIZATION REQUIREMENTS

CONTRACTOR shall have an agreed CONTRACT SSHE MANAGEMENT PLAN covering all activities from start of mobilization to the end of demobilization. CONTRACTOR shall submit the completed **CONTRACT SSHE MANAGEMENT PLAN** to the Contract Holder for approval after awarding.

The approved **CONTRACT SSHE MANAGEMENT PLAN** shall become an appendix of the contract, which is a section of **Exhibit F** of the Contract. CONTRACTOR shall obtain formal approval from the Contract Holder for any proposed deviations from or amendments to its **CONTRACT SSHE MANAGEMENT PLAN**.

1.5 START / SUSPENSION OF WORK OR SERVICES

CONTRACTOR shall cooperate with COMPANY to audit CONTRACTOR on completion of the activities undertaken in the mobilization period as per the agreed CONTRACT SSHE MANAGEMENT PLAN and fill in the SSHE Commencement Certificate where required.

COMPANY will sign off the SSHE Commencement Certificate (**Appendix 1**) when satisfied with CONTRACTOR's effort and compliance with the requirements as written in this document.

CONTRACTOR shall not commence the Services until COMPANY has issued the SSHE Commencement Certificate, as part of the procedure within SSHE Contractor Management Procedure.

COMPANY reserves the right to delay the start of the work or services and/or withhold payments until such time as it is satisfied that the CONTRACTOR has properly addressed all SSHE aspects. Similarly, the COMPANY shall have the right to suspend the work or services if the CONTRACTOR does not observe the SSHE requirements. Any costs resulting from such delay or suspension will be borne by the CONTRACTOR.



2. POLICY AND STRATEGIC OBJECTIVES

COMPANY's mission is to conduct the business efficiently with good corporate governance and being a good corporate citizen to protect the environment and improve the quality of life of the communities by ensuring the COMPANY long-term sustainable growth. For that reason, COMPANY is committed to ensuring that the working conditions in COMPANY's supply chain are safe, people are treated equally with respect and dignity, and the operating processes are environmentally responsible.

COMPANY's Objectives:

COMPANY will be an organization that strives to achieve excellence and a position of Leadership by being an injury free workplace, a leader in security and health management whilst committed to demonstrate environmental responsibilities.

CONTRACTOR shall support COMPANY in achieving its objective.

CONTRACTOR's personnel will be working under COMPANY's SSHE MS and SSHE Policy and Objectives.

2.1 LEGALISATION, COMPANY AND INDUSTRY REQUIREMENTS / STANDARDS

CONTRACTOR shall ensure all works and services are governed and realized in a manner complying with the following, in order of precedence:

1. Works and Services shall comply with all applicable Thailand Laws.
2. 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:** COMPANY's suppliers/CONTRACTORS shall not engage or employ people against their own free will.
 - b) **Child Labor Avoidance:** COMPANY'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:** COMPANY'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:** COMPANY'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:** COMPANY's suppliers/CONTRACTORS shall recognize that employees are entitled to be, or refrain from being, union members.
3. 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. Works and services shall generally comply with relevant industry standards and internationally recognized codes of practice issued by organizations such as, but not limited to:
 - International Association of Oil and Gas Producers (IOGP).
 - NSL – The International Rigging and Lifting Handbook
5. COMPANY's Documents:
 - COMPANY SSHE Policies
 - COMPANYSSHE Requirement for Contractors
 - COMPANY SSHE Standard and Procedures
 - COMPANY Crisis and Emergency Response Plan
 - COMPANY Waste Management Plan
 - COMPANY Incident Management
 - Site Standing Instructions and Operating / Maintenance Procedures

Exceptions to these SSHE Requirements for Contractors may be requested in writing by CONTRACTOR. Such requests are to be addressed to the COMPANY Representative justifying why they are being made and providing alternative arrangements to ensure an equivalent SSHE standard is maintained. Subject to acceptance by the COMPANY Representative in the first instance, such exceptions will be referred to the COMPANY SSHE Department for review and approval. Exceptions ORGANISATION, RESOURCES AND DOCUMENTATION are not routinely granted by the COMPANY.

2.2 STOP WORK AUTHORITY (SWA)

COMPANY reserves the right to direct CONTRACTOR to cease, or not proceed with, any work that in COMPANY opinion is unsafe. If directed to do so such actions will not prejudice any other conditions of CONTRACT as established.

CONTRACTOR is required to have in place a STOP work system where all employees and sub-contractors are encouraged and empowered to intervene and stop any work at any time to discuss the hazards and risks.



3. ORGANIZATION, RESOURCES AND DOCUMENTATION

3.1. ORGANIZATION

CONTRACTOR(s) shall prepare a contract-specific organization chart showing personnel responsible for the implementation of SSHE objectives.

All SUB-CONTRACTORS shall be evaluated for the SSHE Management Capabilities and the requirements as stated in this document are applicable to them.

CONTRACTOR shall allocate sufficient resources at all levels to effectively manage SSHE

3.2. ROLES AND RESPONSIBILITIES

The CONTRACTOR is to demonstrate its commitment in SSHE through:

(a) Management of SSHE:

- Decisions consistent with its SSHE policy and objectives.
- Deliberations of SSHE matters in every management meetings.
- Report, investigation & follow-up of every SSHE incident appropriate to its potential.
- Efforts for continuous improvement in all aspects of SSHE performance.
- Clearly defined SSHE requirements and Standards.
- Cascading of SSHE responsibility to Leads, Managers, Supervisors and workers.
- Effective Sub-Contractor Management in meeting with SSHE requirements.
- Effective Risk Control and Contingency preparedness.

(b) Monitoring and Follow-up:

- Monitoring the implementation of the CONTRACT SSHE MANAGEMENT PLAN, SSHE MONITORING PROGRAM and SSHE Standards, taking steps as appropriate towards compliance.
- To visit all work areas for inspections and audits defined in the CONTRACT SSHE MANAGEMENT PLAN and SSHE MONITORING PROGRAM.
- Follow up on implementation of action items arising from incident reports and investigations, inspections and audits.
- Contractor shall prepare annual contract SSHE PREFORMACE REPORT providing feedback to Company Management on the overall SSHE performance of the Contractor and any Sub-Contractors. Report shall be submitted Contract Holder and SSHE representative.

CONTRACTOR shall submit clear job descriptions for all positions in the organisation describing the positions roles and responsibilities and demonstrate how they are socialised to the Project / Work Organisation.

CONTRACTOR shall provide sufficient number of qualified SSHE personnel to be employed on the Contract, describe their roles and responsibilities and provide CVs for the contract SSHE personnel.

Expected responsibilities of Contractor SSHE personnel are:



- Preparing and monitoring progress of Contract SSHE Plans
- Hazard identification and risk assessment
- Formulating SSHE rules / instructions
- SSHE communication to and participation of contractor workforce in SSHE matters
- SSHE training for contractor personnel
- Sub-contractor assessment
- Environmental and health monitoring (if required)
- Incident investigation and anomaly reporting
- Emergency response preparedness
- SSHE statistics and performance monitoring/reporting,
- Inspections and audits, and
- Implementation and monitoring of SSHE Improvement plans

Contractor SSHE personnel shall not be responsible for line management and supervision SSHE implementation; SSHE personnel shall have a role of facilitator / advisor.

Minimum Competence for Contractor SSHE Personnel

CONTRACTOR shall provide competent and experience SSHE Personnel and comply with the followings.

- Minimum of 3 - 5 years' experience is required at a senior level in supporting the services being tendered for.
- Ability to communicate effectively at all levels of the Contractor's organization
- Ability to communicate in written and spoken English
- Training ability in incident prevention
- Ability to conduct incident investigations and identify underlying causes
- Knowledge of SSHE hazards identification and risk assessment for preventing and recovering from accident situation
- Ability to facilitate and develop SSHE Management Plans
- Ability to conduct and report SSHE audits.

CONTRACTOR shall propose organization for approval by COMPANY with appropriate ratio of workforce, supervisor and SSHE Personnel depending on risk and complexity of contract work scope. CONTRACTOR will dedicate the SSHE functions to the project/contract work scope and once approved not change them or reassign duties unless approved by COMPANY.



3.3. TRAINING AND PERSONNEL COMPETENCY LEVEL

CONTRACTOR is responsible for providing personnel, with the skills and SSHE trainings to work in a safe, secure, healthy and environmentally and responsible manner.

CONTRACTOR shall provide competent personnel as per provided Job Descriptions.

The skills of the personnel shall be such that they are capable of playing a full role in the management of the hazards presented by the work.

The CONTRACTOR will submit CV's of key staff for COMPANY approval and may be requested to provide staff for interview at COMPANY's discretion.

The CONTRACTOR shall hold on to record the information in support of the above requirements.

3.3.1 SSHE TRAINING REQUIREMENTS

CONTRACTOR shall develop SSHE Training Matrix in line with COMPANY SSHE Training Matrix for approval by CONTRACT HOLDER. CONTRACTOR shall, at its own cost, provide the trainings to CONTRACTOR and SUB-CONTRACTOR personnel (including refresher training) in accordance to the requirements of SSHE Training Matrix. 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

CONTRACTOR shall review, agree and provide (as its own cost) - SSHE trainings for CONTRACTOR and SUB-CONTRACTOR personnel in accordance with the minimum SSHE training requirements listed in Table 1 Mandatory SSHE Trainings Matrix, developed by COMPANY, below.

- All CONTRACTOR's personnel shall have completed the training listed in Table 1 Mandatory SSHE Trainings Matrix before commencement of the Services, unless stated otherwise in Table 1 Mandatory SSHE Trainings Matrix or unless otherwise approved by the Contract Holder in writing.
- COMPANY shall provide training and awareness in the referenced documentation as per Table 1 Mandatory SSHE Trainings Matrix.
- CONTRACTOR and COMPANY shall plan for the training to be undertaken prior to the mobilization phase of the contract.



TABLE 1 MANDATORY SSHE TRAININGS MATRIX

Training Course	Required	Arranged By	Refresh Frequency (Year)	Position				Remark
				Management / Supervisor Level	Engineer/Foreman SSHE Officer	Selected Person	Worker	
SSHE Induction	B	COMPANY	-	✓	✓	✓	✓	All new staff
Permit to Work (PTW)	B	COMPANY	2	✓	✓	✓	-	For who has to handle PTW *For authorized person who is not handle PTW for last 6 months
Behavioral Based Safety	B	COMPANY	2	✓	✓	✓	✓	All staffs have to attend
Emergency Response Plan	B	COMPANY	1	✓	✓	✓	✓	All staffs have to attend
Job Safety Analysis	B	Contractor	3	✓	✓	✓	-	For who has to handle PTW
Basic First Aid	B	Contractor	3	✓	✓	✓	✓	All staffs have to attend
Basic Fire Fighting	B	Contractor	1	✓	✓	✓	✓	All staffs have to attend
Safety Officer (Supervisory Level)	B	Contractor	-	✓	✓	-	-	For personnel identified by law as "Supervisors"
Defensive Driving Course	B	Contractor	3	-	-	✓	-	For Drivers
Manual Handling Technique	B	Contractor	2	✓	✓	✓	✓	SSHE Awareness

Legend: B – Required **B**efore work commencing at site;

A - Required to attend within 2 months **A**fter contract commencement date.

Note 1: Any additional SSHE training required by Company to the above mentioned, the cost shall be borne by Company.

Note 2: Any additional SSHE training required by **Laws** to the above mentioned, the cost shall be borne by Contractor.

Note 3: Contractor SSHE Training Requirement under the contract is in line with SSHE MS & Competency Management.

3.3.2 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.

CONTRACTOR shall ensure that all employees (including sub-contractors) are competently supervised.



4. EVALUATION AND RISK MANAGEMENT

4.1. HAZARDS AND EFFECTS MANAGEMENT PROCESS (HEMP)

COMPANY aims to manage all the SSHE risks that are associated not only with its own activities but also those of its CONTRACTORS. Key to this process is to follow the formal “Hazard and Effect Management Process” HEMP.

The process requires a structured examination of the activities required in the execution of any particular item of work in the following manner:

Identify	Identify the activities and associated hazards
Assess	Assess the risks involved (including the level of risk)
Control	Verify that adequate controls are in place such that risks are minimized
Recover	In the event that the control measures are unsuccessful how is recovery achieved.

COMPANY has reviewed the content of the Services to be provided under the Contract and has identified the hazards related to the activities under the tender. COMPANY has also highlighted which Company documents shall be followed to reduce the risk to ALARP.

ISO 17776 was used in identifying the expected hazards. See Appendix 3 for the Hazard listing and the listing of activities with the associated hazards and mitigation methods to reduce the risk to ALARP.

The COMPANY has made a listing of expected activities under contract in **Appendix 4**

CONTRACTOR shall review the listing of activities, based on the information provided in the Contract Scope of Works and the SSHE Contract Requirements for completeness and shall highlight where CONTRACTOR has specific procedures it has to manage the risks.

CONTRACTOR shall detail all SSHE issues discovered, including those advised in the SSHE Contract Requirements Appendix 4, and detail how these risks will be controlled, mitigated and managed. Details provided shall fully describe the manpower, equipment and broad details of the CONTRACTOR’s SSHE policies that will be applied to the management of SSHE risk for the Contract.

CONTRACTOR shall fully describe the manpower that will be applied to the SSHE management of the Contract, including names, qualifications and experience. Copies of each individuals CV will be included in the Tender documentation for the SSHE Contract Requirements.

CONTRACTOR shall cover all Contract Phases from mobilization through execution, demobilization and site restoration.

CONTRACTOR shall clearly indicate the policy, procedures and standards to be adopted during each phase of the Contract.



4.2. RISK ASSESSMENT

All work has to have a documented risk assessment with a Job Safety analysis (JSA) / Job Hazard Analysis (JHA) as a minimum. Risk assessments shall be an integral part of Permit to Work (PTW) System and be attached to the PTW.

Before commencing work CONTRACTOR shall undertake a full SSHE risk assessment of the work. CONTRACTOR may use their own risk assessment techniques e.g. Job Hazard Analysis, or request workshop review attendance from Contract Holder and COMPANY SSHE Department.

CONTRACTOR shall ensure that their personnel at the work site are aware of the risk assessment and follow any precautions identified.

Risk assessments performed must include environmental and community impacts of CONTRACTORS work e.g. spill prevention/response, waste management, prevention of external complaints etc.

CONTRACTOR must establish a robust system for tracking status and close out of Risk / Hazard findings actions and not commence works until it is demonstrated that actions have been satisfactory completed.

4.3. SSHE INCIDENTS

CONTRACTOR shall report an incident in accordance with the COMPANY's Incident Management Standard (SSHE-106-STD-600). COMPANY shall review all work-related SSHE incidents.

4.4. EMERGENCY RESPONSE

CONTRACTOR shall follow COMPANY emergency response plan and procedure including taking part in drills and exercises. CONTRACTOR personnel shall take direction from COMPANY On-Scene Commander (OSC) in case of a major emergency.

In case where COMPANY provides emergency including medical emergency support then it reserves the right to back charge CONTRACTOR for response arrangements including follow up treatment and transportation as necessary.

CONTRACTOR shall ensure its employees have sufficient insurance coverage for its staff to be treated in the COMPANY nominated Hospitals otherwise the treatment cost for injury from work shall be responsible by CONTRACTOR for CONTRACTOR or SUB-CONTRACTOR personnel.



5. PLANNING AND OPERATIONAL CONTROL

5.1. CONTRACT SSHE MANAGEMENT PLAN

Contract SSHE Management Plan is mandatory, shall be specific to each individual contract, and shall reflect the nature of the work to be performed and the specific hazards presented by the work.

CONTRACTOR shall develop the Contract SSHE Management Plan and submit this with the tender submission. This document will be used to evaluate the contractor's SSHE Management capabilities and after the award the Contract SSHE Management Plan will be reviewed with Contractor and upgraded using the Contract SSHE Guideline.

The Contract SSHE Management Plan shall cover all Contract Phases from mobilization through execution, demobilization and site restoration, details provided shall fully describe the manpower, equipment for the Contract. The Contractor will fully describe the manpower that will be applied to the SSHE management of the Contract, including names, qualifications and experience in Tender Documents.

The Contract SSHE Management Plan should include details of SSHE activities implementation and frequencies based on 7 elements of the SSHE-MS and include such items as:

- Worksite visits by CONTRACTOR Management
- SSHE Meetings
- CONTRACTOR SSHE targets and key performance indicators.
- Risk management programs
- SSHE training for CONTRACTOR and sub-contractors
- Medical check-up programs CONTRACTOR employees
- Liaison between both CONTRACTOR REPRESENTATIVE and COMPANY REPRESENTATIVE for SSHE issues
- Emergency and Contingency Plans including Drills and Exercises
- Security Arrangements
- Equipment Certification and Third party approvals
- Waste and Environmental Programs
- Incident Management
- SSHE Audit and Inspection Plan by CONTRACTOR
- Etc.

CONTRACTOR shall strictly implement the Contract SSHE Management plan throughout the contract phase.

CONTRACTOR shall implement the Contract SSHE Management Plan for this CONTRACT and highlighting its activities and performance SSHE monitoring program.



Contractor shall develop SSHE Monitoring Program in order to monitor progress of SSHE implementation in place and prepare the SSHE performance report for updating the status of SSHE Monitoring Program to CONTRACT HOLDER on monthly basis.

Contractor shall develop the annual SSHE Performance Report to update the overall SSHE performance to CONTRACT HOLDER.

Note: Mobilization can only commence if Contract Holder has signed off on the Contract SSHE Management Plan.

5.2. OPERATIONAL CONTROL

Through the HEMP (APPENDIX 3 – ISO 17776 LISTING OF HAZARDS for Hazard Identification and APPENDIX 4 ASSESSMENT OF REQUIREMENTS) COMPANY has identified which Company's documents shall be followed to manage the identified risks to ALARP

Both Appendix 3 and 4 shall be updated if CONTRACTOR identifies additional hazards and activities as per 4.1 requirements.

Further specifications have been identified and their requirements are listed under section 8.

LIFE SAVING PROGRAM - The COMPANY Life Saving Program is adapted from IOGP Life Saving Rules. It aims to help COMPANY's employees and contractors comply with company-wide rules covering the activities of highest safety risk. The Standard set out to meet the following objectives:

- Prevent harm to COMPANY's employees and contractors.
- Improve compliance with the safety standards/rules and enhance "Culture of Compliance"
- Achieve LTI Free and Injury Free organization by eliminating of incidents / injuries caused by non-compliance with the Life-Saving Standard
- Support Behavioural Based Safety culture where believing that no fatalities and no incidents that harm people is possible

This Standard applies to all CONTRACTORS. It requires COMPANY and contractors working for COMPANY to implement the Life Saving Program to minimize and/or eliminate serious incidents which are harmful to people, improve SSHE culture of all personnel in their area and to support COMPANY's ultimate goal of being an Injury Free Organization.

5.3. APPLICABLE DOCUMENTS

The following COMPANY controlled documents are applicable to the activities as described in the work scope and have been referenced in the HEMP process.

- 1) CONTRACTOR shall adhere to the documents listed below.
- 2) CONTRACTOR shall ensure it has access to these documents and any updates thereto.
- 3) CONTRACTOR shall request COMPANY to provide (access to) these documents if this is not the case.
- 4) CONTRACTOR will monitor updates to these documents and inform COMPANY of such updates.



- 5) In the event that COMPANY decides to implement any update to the documents listed below, COMPANY will issue an instruction to CONTRACTOR.
- 6) CONTRACTOR shall ensure that hardcopies or electronic copies of the documents listed below are readily available to all staff for which they are relevant, including on the Site, and that all staff for which they are relevant are fully familiar with their content.
- 7) All documents listed in the table below and are available on site and are provided on a DVD, once the Contract has been effective.

COMPANY’s CONTRACT Specific SSHE Document:

Company Corporate Documents

Doc. Code	Title	Remarks
SSHE-106-STD-310	SSHE Contractor Management Standard	Rev4, Apr 2013
SSHE-106-STD-560	Occupational Health Management Standard	Rev0, Dec 2011
SSHE-106-STD-570	Management of Change Standard	Rev3, Sep 2014
SSHE-106-STD-580	Personal Protective Equipment Standard	Rev2, Nov 2013
SSHE-106-STD-595	PTTEP Life Saving Standard	Rev1, Jun 2012
SSHE-106-STD-600	Incident Management Standard	Rev5, Oct 2015
SSHE-106-PDR-541	Lifting Operations Procedure	Rev0, May 2015
SSHE-106-GDL-561	Fitness to work Guideline	Rev0, Dec 2011
12148-GDL-SSHE-540/14-017-R01	Land Transport Safety Guideline	Rev1, Sep 2017
SSHE-106-GDL-540/06	Dropped Objects Prevention Safety Guideline	Rev0, Nov 2015
SSHE-300-GDL-620	Stop Work Authority	Rev0, Jul 2012

Site Specific SSHE Documents (SSHE documents of S1 are also applicable for PTTEP1, SPH and other onshore Operation as well)

Doc. Code	Title	Remarks
SOI3117-SSHE-1035-PDR-540	Bunkering – Road Tanker to Vessel Alongside PSB Jetty	Rev1, Sep 2014
SOI3131-SSHE-1035-PDR-560	Substance Abuse (Drug and Alcohol) at PSB Jetty	Rev1, Sep 2014
SOI1102-SSHE-1035-PDR-510	Permit to Work System	Rev2, Jul 2015
SOI1107-SSHE-1035-PDR-540	Safety Observation and communication Program	Rev1, Jun 2013
SOI1201-SSHE-1035-PDR-580	Personal protective Equipment	Rev1, Sep 2014
SOI1105-SSHE-1035-PDR-540	Job Safety Analysis (JSA)	Rev1, Jun 2013
SOI1106-SSHE-1035-PDR-540	Safety Toolbox Talk	Rev1, Jun 2013
SOI1107-SSHE-1035-PDR-540	Safety Observation and communication Program	Rev1, Jun 2013

CONTRACTOR shall provide similar listing of CONTRACTOR controlled documents that are applicable to the activities in the work scope and that have been referenced in the HEMP process.



CONTRACT DOCUMENTS

CONTRACTOR shall provide similar listing of CONTRACTOR controlled documents that are applicable to the activities in the work scope and that have been referenced in the HEMP process and develop specific procedures, policies and instructions are required to bridge with COMPANY and Contract references SSHE Standards.

6. IMPLEMENTATION AND MONITORING

CONTRACTOR shall support COMPANY in achieving its SSHE performance KPI's and shall report on the CONTRACTOR's Leading and Lagging Indicator performance during the duration of contract on a weekly and monthly basis.

Item	Description	Unit	Target
1	Lost Time Injury (LTI)	Number of case	0
2	Total Recordable Injury (TRI)	Number of case	0
3	Spill Rate	Tons	0
4	SSHE Plan	% Completion	100

6.1 SSHE COMMUNICATION

CONTRACTOR shall list the typical communication techniques used to make contract personnel aware of SSHE issues in the Contract SSHE Management Plan. Examples include:

- Meetings (Including sub-contractors)
- Notice boards (indicate locations)
- Newsletters (indicate frequency of issue)
- Describe typical methods of SSHE promotion during contracts, e.g.:
 - small 'give away' with SSHE message
 - competitions and quizzes
 - achievement of SSHE milestones
 - promotion of SSHE anomaly reporting and ideas
 - safe completion of high risk activities
 - driver awards to promote safe driving

CONTRACTOR's personnel will actively participate in tool box talks prior to the execution of activities.

6.2 SSHE MEETINGS

In the Contract SSHE Management Plan, CONTRACTOR shall describe a typical schedule for contract specific SSHE meetings to review and communicate SSHE issues to all level of the contract specific organization and between COMPANY, the Contractor and Subcontractors, including (as appropriate):

- Pre-Project / Pre-Mobilization SSHE Kick Off Meeting



- COMPANY /Contractor SSHE meetings
- Contractor/Sub-contractor SSHE meetings
- Contractor SSHE Committee meetings (with workforce involvement)
- General SSHE meeting
- Pre-Tour Safety meeting
- Pre-Job Safety meetings / Toolbox meetings.

CONTRACTOR shall hold weekly safety meetings and minute the meeting covering staff attendance, topic discussed and topics raised.

CONTRACTOR shall assign senior staff and/or safety officer responsible under this contract to participate in COMPANY's Safety Meeting.

6.3 PERFORMANCE MONITORING AND REPORTING

CONTRACTOR shall ensure that all Unsafe Acts/Conditions, Incidents/Accidents and Pollution/Spills are reported without delay to COMPANY. CONTRACTOR is also required to have in place a Behavior Based System program for positive reinforcement.

CONTRACTOR shall ensure full cooperation in any investigations required to identify root causes and actions to prevent recurrence. This includes providing relevant documentation, personnel interviews, membership of investigation teams etc.

COMPANY policy is to operate a "no blame" reporting culture. CONTRACTORS are encouraged to report Unsafe Acts/Conditions and Incident/Accidents and establish promote an observation reporting system for utilization by its work groups.

CONTRACTOR shall monitor SSHE performance as per the agreed in Contract SSHE Monitoring Program and shall complete and submit **Appendix 2 – SSHE Statistics - Monthly Return**, on a monthly basis.

7. AUDITING AND REVIEW

CONTRACTOR shall initiate a schedule for SSHE audit and inspections and COMPANY will audit the CONTRACTOR's performance as agreed in the CONTRACT SSHE Management Plan and SSHE Monitoring Program.

CONTRACTOR shall provide resources to implement remedial actions timely following the audits.

CONTRACTOR shall include management review of SSHE performance in the Monthly and Annually SSHE Performance Report.



8. ADDITIONAL SSHE MS REQUIREMENTS

8.1. SSHE NON-COMPLIANCE PENALTIES

CONTRACTOR shall accept the below requirements for SSHE Non-Compliance.

1. Repeated failure by CONTRACTOR to comply with the Contract SSHE obligations may result in the removal from Site of the relevant CONTRACTOR’s supervisory and/or managerial Personnel.
2. In the event that COMPANY considers that CONTRACTOR has failed to comply with the latest approved Contract SSHE management plan, or other Contract SSHE requirements, then COMPANY shall issue CONTRACTOR with an SSHE default notice.
3. An SSHE default notice is any written notification issued by COMPANY detailing specific aspects of the Services that do not comply with either the latest approved Contract SSHE management plan or other Contract SSHE requirements.
4. Where repeated SSHE default notices are served by COMPANY relating to the same SSHE default then the following remedies are available to COMPANY:

SSHE Default	Penalty
Repeated Occurrence (two or more default notices for the same default)	Increased supervision by COMPANY of CONTRACTOR at the cost of CONTRACTOR
Persistent non-conformance (three or more default notices for the same default)	Suspension of CONTRACTOR and suspension of CONTRACTOR’s registration for the relevant service group of the Contract

8.2. CONTRACTOR’S REPRESENTATIVE

The CONTRACTOR’s REPRESENTATIVE is responsible for:

- Ensuring that all COMPANY SSHE requirements are taken into account during all stages of the CONTRACT
- Ensuring that all legal and COMPANY SSHE requirements are complied with during execution of work
- Carrying out periodic checks to ensure CONTRACTOR personnel at worksite are complying with COMPANY SSHE requirements, such as Weekly SSHE Management walkthrough.
- Acting as focal point for discussions on SSHE issues with COMPANY and monthly chairing of SSHE Meeting with COMPANY
- Ensuring CONTRACTORS tools & equipment complies with COMPANY SSHE requirements and is inspected before sending to worksite.
- Ensuring that medical response is conducted upon the interest of the patient
- Ensuring risk control and mitigation and Emergency Response and Contingency



- Cascading of SSHE responsibilities to all personnel and monitoring performance
- Managers and Supervisors lead by SSHE example and promote safety as their first priority
- Ensuring effective competency control and training arrangements
- Ensuring minimum SSHE arrangements and provisions for personnel giving due regard to their health and welfare.

8.3. CONTRACTOR's SAFETY / SSHE REPRESENTATIVE

CONTRACTOR shall ensure compliance with the following requirements:

If the CONTRACTOR is supplying more than 50 personnel to work on site then CONTRACTOR must appoint a full time competent SSHE Representative and to be based on site. This SSHE Representative shall report directly to the most senior contractor's representative on site.

For over 100 persons there shall be at least 2 full time SSHE Representatives on site and this ratio shall be maintained as numbers increase.

Qualifications of the CONTRACTOR's SSHE Representative(s) shall be approved by CONTRACT HOLDER, including personnel replacement, in consultation with COMPANY SSHE Department.

8.4. WORKING CONDITIONS

CONTRACTOR shall maintain a low turnover rate of personnel. Any more than this and COMPANY shall be informed. Replacements are subject to COMPANY approval and CV's shall be submitted in advance.

Handover is important and written handover notes shall be provided from shift to shift and for key personnel from rotation to rotation.

CONTRACTOR shall ensure that drinking water and welfare facilities are adequately provided to CONTRACTOR personnel such as toilets, accommodation and shelter from the weather, washing facilities, PPE storage and laundry in line with Company and international standards such as ILO and OSHA.

8.5. SITE SSHE INDUCTION

CONTRACTOR shall provide SSHE Induction to personnel working on Contractor work site, for example rig, barge, workshop etc., which adequately covers but not limited to the followings:

- COMPANY and CONTRACTOR's SSHE Policy
- SSHE Rules and Regulations
- COMPANY Life Saving Programs
- Site Specific SSHE and Operational Procedures
- Security systems as applicable



- Smoking, Drugs, Alcohol and Health Reporting
- Reporting Incidents, Near Misses and Anomalies
- Emergency Procedures and what to do in event of Fire, Injury etc.
- Housekeeping, Waste management, Environmental Management
- Permit to Work and JSA requirements
- Scope of Work
- Associated Hazards

In addition to basic SSHE induction, all supervisions shall attend a further induction on the following subjects.

- Accident/Incident investigation
- SSHE Inspection
- SSHE Monitoring Program
- Permit to work
- Job Safety/Hazard Analysis (JSA/JHA)

Record shall be maintained of all inductions undertaken.

8.6. SITE LOCATION

CONTRACTOR will ensure that upon arrival at a COMPANY SITE their supervisor or person-in-charge reports immediately to the COMPANY SITE REPRESENTATIVE or other designated person before work commences.

8.7. DISCIPLINE OF CONTRACTOR'S PERSONNEL

CONTRACTOR personnel shall comply with COMPANY including site specific rules and regulations. In addition, no horseplay, fighting, gambling or fishing is permitted. An appropriate standard of cleanliness and dress is required. Smoking is permitted only at designated areas.

The possession of drugs (except prescription drugs) and alcohol offshore is strictly forbidden. Prescription drugs must be notified to the COMPANY SITE Doctor or medic upon arrival at remote onshore sites.

COMPANY reserves the right to test personnel when on COMPANY SITES for drug and/or alcohol use either by site random test, cause test or immediately post-accident.

Any persons found in possession of drugs and/or alcohol, or to have used drugs and/or alcohol on COMPANY SITES will be removed from SITE immediately, and in the case of controlled drug possession/use will be subject to investigation and reporting to the local authorities as necessary.

COMPANY reserves the right to direct CONTRACTOR to remove personnel from the COMPANY work site or CONTRACTORS area of work, whom, in COMPANY opinion, are guilty of misconduct, incompetence, or negligence. If required, CONTRACTOR must take such action immediately.



As necessary CONTRACTOR shall ensure SSHE Rules are developed and established in appropriate languages considering the environment, activities of work local customs and communities who may be impacted by activities. As necessary these rules will be agreed in approval of COMPANY and shall effectively cover or refer to COMPANY Life Saving Program.



PART 2 OPERATIONAL SSHE REQUIREMENTS

1. FITNESS TO WORK

CONTRACTOR shall ensure that CONTRACTOR (and SUB CONTRACTORS) personnel are medically fit for **working onshore in line with COMPANY Fitness to Work Guideline (SSHE-106-GDL-561)**.

- Ensure that medical examination (pre-employment and annual medical check-up) has been conducted by recognized medical centers and shall compared all tests and examinations required to perform the work according to age, sex and work location.
- Specific jobs or working conditions listed below require a specific medical evaluation of fitness to work for that task.
 - Breathing apparatus (BA) work
 - Firefighting and Rescue team work
 - Crane driving
 - Professional driving
 - Personnel who work at remote location
- The medical fitness certificate must be issued by a duly authorized doctor and must specify the tests undertaken and confirm that the person is medically fit to work onshore. Any queries concerning an individual's fitness for work offshore shall be referred to COMPANY Medical Advisor whose decision is final.
- Employee has access to worksite as long as his medical certificate is valid.
- Upon request COMPANY may request to see original certificate; this shall be returned in due course.
- Medical examination and Fitness Certificate is at CONTRACTOR's own cost.
- Medical reports are strictly confidential and shall be communicated to COMPANY Doctors only.
- Whenever a person has been absent from work for more than 3 days due to illness or injury, CONTRACTOR shall arrange for a medical examination to be performed before the person is allowed to return to work. The medical certificate must be submitted to COMPANY medical advisor and must state that the person is medically fit before they are allowed to return to work. COMPANY also reserves the right to request medical examination of CONTRACTOR'S personnel at its discretion.



2. MANUAL HANDLING

To prevent the back injuries that is caused by poor lifting practices, please follow these

1. Every worker shall know the weight of any object to be lifted. Never try to lift more than can be handled safely. Consider the size, shape, and weight of the load, and get help when needed.
2. Minimize occasions for which manual lifting is required and minimize weight of lift, whenever possible.
3. Avoid lifting in an awkward or off-balance position.
4. Step to lifting must be used as follows:
 - Ensure a secure footing, place feet hip width apart with one foot ahead of the other.
 - Bend at knees to lift or lower a load.
 - Always keep back straight and as upright as possible.
 - Get a firm hold.
 - Lift or lower gradually by straightening or bending legs, keeping the back straight.
 - Keep arms close to body.
 - Keep chin drawn in.
- The dose rates received by radiological workers are to be measured using recording devices suitable for the type of radiation being monitored.
- Non-radiological workers and members of the public are not to be exposed to doses exceeding 1 mSv per annum.
- Warning sign to be posted at working area.
- Individuals below 18 years of age must not be involved with radiological work.



PART 3 ONSHORE SPECIFIC REQUIREMENTS

1. LAND TRANSPORT SAFETY

1.1 LAND TRANSPORT MANAGEMENT

The principle objectives in managing land transport to contribute towards business performance and at the same time ensure the protection of people, assets and the environment are:

- Keeping the movement of people and materials to a minimum
- Eliminating or controlling SSHE risks to a level which is ALARP
- Operating land Transport activities at the minimum acceptable quality of service to fulfil business requirements
- Monitoring, measuring and continuously improving performance

1.2 JOURNEY MANAGEMENT AND JOURNEY MANAGEMENT PLAN

Journey management and the use of a Journey Management Plan (JMP) shall apply and in consideration of the following as a minimum:

- Location and characteristics of the journey (Routine or Non-Routine Trip) and route
- Distance, terrain and duration of journey
- Frequency
- Seasonal weather considerations
- Weather related hazards such as sand storms and reduced visibility due to fog
- Time of journey with respect to volume of traffic and daylight hours
- Control over pooled vehicles

2. DRUG AND ALCOHOL

The prime responsibility for PTTEP is to ensure a healthy, safe and productive workforce. In order to do this; PTTEP has responsibilities to provide its staff with a safe working environment and safe working practices. As abuse of drugs and alcohol is known to impair performance and increase likelihood of accidents, the provision of this schedule on substance abuse is necessary.

The legal prohibition of drugs possession and trafficking, coupled with the importance which PTTEP places on safety in the workplace, make it essential that certain rules are established and followed.

The possession, transportation and consumption of prescribed medicines are not prohibited by this Schedule. Personnel must however declare that they are taking prescribed medicines to the site Medical Officer (offshore Platforms or drilling rigs if they work or visit there). The detail requirements are described below:-

1. The transportation, possession or consumption of unauthorized drugs or alcohol is not permitted.



2. Travelling to an operational site under the influence of drugs or alcohol is not permitted.
3. Working on operational sites under the influence of drugs or alcohol is not permitted. Alcohol for recreation may be used if authorized by the Company Site Representative, and consumption is restricted to ensure standards are maintained (safety, personal etc).
4. No employee, contractor or visitor to the Company Premises shall be permitted to transport, possess or consume illegal drugs. Alcohol may only be consumed at a particular location under arrangements approved by Company management, providing consumption is restricted to be coherent with work requirements.
5. Working at non-operational sites under the influence of drugs or alcohol is not permitted.
6. Random testing for drugs may be administered.

3. WASTE MANAGEMENT

In order to minimize the impact on the Environment, the waste stream should be managed with 4 R's principle; Reduce, Reuse Recycle and Recover before proceeding to Responsible Disposal

WASTE SEGREGATION

Waste must be segregated as much as possible at source. Segregation at source facilitates easy collection, storage, transportation and disposal and reduces time and effort spent on sorting and the risk of personal injury during the other waste management processes

- **General waste may be segregated into 3 types and color code as:**

1. Recyclable Waste: Yellow

- Paper/Carton
- Clean Glass/Plastic
- Clean Metals/Cans

2. General Waste: Blue

- Food Container
- Food Waste
- Leaves and Sticks
- Other Non-hazardous Waste

3. Hazardous Waste: Red

- Oil-contaminated Rags
- Used Battery/Light Tubes
- Chemical Containers
- Pesticide/Paint Cans

- **The waste handler should always follow these principles as:**

- Chemicals shall never be mixed together
- Waste already segregated, shall not be mixed
- If the waste handler encounters a mixture of waste, the waste handler will segregate the waste into the separate waste streams as per waste classification.



SPECIAL DISPOSING WASTE

Radioactive waste, medical waste from medical room and other health care facilities such as medic room of rig site or seismic operation, ambulance, etc. that contain or have come into contact with diseased tissues or infectious micro-organisms including contaminated animal waste, human blood and blood products, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments), explosive waste and any others waste that disposing is specially controlled by laws shall be strictly complied. Seeking advice from SSHE advisers in case of doubt

4. SECURITY MANAGEMENT

1) Security Alert Level

The PTTEP "Security Alert Level" system is intended to provide the means to disseminate and communicate information regarding security risks to assets of the Company. The security alert level system is based on four alert conditions ranging from green as the lowest condition, through yellow, orange and red; whereby red is the highest level of alert. For each alert level there are a number of factors, considerations and requirements to be taken into account when determining actions and mitigation requirements.

2) Security Risk Management

- Identify Asset And Mission
- Determine Credible Threat
- Assess and Evaluate the Risk
- Risk Treatment
- Risk Acceptance



APPENDIX 1: SSHE COMMENCEMENT CERTIFICATE

	COMPANY		
SSHE COMMENCEMENT CERTIFICATE			
Contract Title:			
Contractor:		Contract No:	
Sub-Contractors:			
Note: Pls. put "N/A" with not concerned item and added the concern item in the table.			
Contract Plan Activity	Date Completed	Exceptions	
Contract SSHE Management Plan Approved			
Contract Bridging Document Approved			
Post Award Meeting Held			
Pre-Mobilization Audit Held			
Kick-off Meeting Held			
Residential Camp Accepted			
Industrial Site Accepted			
Vehicle/Plant Accepted			
Training Completed as per training matrix			
Training Completed Required to attend within 2 months			
Essential Audit Items Completed			
Fitness to work approved by Company Medical Team			
Equipment, tools inspected and certified as company requirements. Equipment, tools provided are in good condition and comply with company standards			
PPE provided are in good condition and complies to companies standards			
Notes:			
On behalf of the Contractor I confirm that the activities stated above have been carried out and we are capable of performing the work in a healthy, safe and environmentally responsible manner.			
Name	Ref. Ind.	Responsibility	Signature
		Contractor	
We hereby agree that the SSHE status of this Contract allows work to proceed, subject to the above exceptions.			
Name	Ref. Ind.	Responsibility	Signature
		Company Site Representative	
		Contract Holder	



APPENDIX 2: MONTHLY CONTRACT SSHE PERFORMANCE REPORT

CONTRACTOR shall prepare the Monthly Contract SSHE Performance Report which has to submit to the COMPANY Site Representative, Contract Holder (CH) and Department SSHE within first week of next month (Ex. SSHE performance report on June has to submit within 1st week of July).

This report shall contain factual information on the SSHE performance of CONTRACTOR. The sequences of Monthly Contract SSHE Performance Report are:

Return for the month of:		
Monthly Contract SSHE Performance	Status As of.....	Evidence
No. of Employees working on the month of report		
No. of Man-Hours worked (Including any overtime) in the month		
No. of Fatality / Permanent disabilities in the month		
No. of Lost Workday Cases in the month (LWDC)		
No. of Restricted Work Cases in the month (RWDC)		
No. of Medical Treatment Cases in the month (MTC)		
No. of First Aid Cases in the month (FAC)		
No. of Near Misses in the month		
No. of Occupational Illnesses in the month		
No. of Spill Cases in the month (Display spill volume)		
No. of SOC/ HRC card submission in the month		
% SSHE Monitoring Plan Completion		
No. of Road Traffic Incident in the month (Display Mileage)		

SSHE Statistics	Unit	Target (Year)	Actual (As of.....)
Lost Time Injury Frequency Rate (LTIF)	No./ MM man hours	0	
Total Recordable Injury Rate (TRIR)	No./ MM man hours	0	
Major Accident Rate (MAR)	No./ MM man hours	0	

Additional information for SSHE performance report:

Report prepare by: _____ **Position:** _____

Date: _____

Report verified by: _____ **Position:** _____

Date: _____



APPENDIX 3: ISO 17776 LISTING OF HAZARDS

Review which potential HAZARDS are to be controlled during the execution

Please highlight the potential hazards which related with your contract scope and input into the contract risk assessment in Appendix 4.

Safety Hazards	Health Hazards	Environmental Hazards
F = Flammable	B = Biological Agent	D= Discharge Hazards
MH = Major Hazard	C = Chemical Agent	R = Use of Natural Resources
Se = Security Hazard	E = Ergonomic Agent	Pr = Presence
WP = Work Practice	P = Physical Agent	
	LS = Life Style Agent	
	Psy = Psychological Agent	

Hazard Number	Hazard Description	Safety	Health	Environment	Possible Sources	Applicable Yes
1	Hydrocarbons					
1.01	Oil under pressure	MH	C	D	Flowlines, pipelines, pressure vessels and piping	No
1.02	Hydrocarbons in formation	MH	---	D	Oil wells especially during well drilling and entry/workover operations	No
1.03	LPGs (e.g. Propane)	MH	C	D	Process fractionating equipment, storage tanks	No
1.04	LNGs	MH	C	D	Cryogenic plants, tankers	No
1.05	Condensate, NGL	MH	C	D	Gas wells, gas pipelines, gas separation vessels	No
1.06	Hydrocarbon gas	MH	C	D	Oil/gas separators, gas processing plants, compressors, gas pipelines	No
1.07	Oil at low pressures	MH	C	D	Oil storage tanks	No
1.08	Wax	F	C	D	Filter separators, well tubulars, pipelines	No
1.09	Coal	F	P	R	Fuel source, mining activities	No
2	Refined Hydrocarbons					
2.01	Lube and seal oil	---	C	D	Engines and rotating equipment	No
2.02	Hydraulic oil	---	C	D	Hydraulic pistons, hydraulic reservoirs and pumps	No
2.03	Diesel fuel	F	C	D	Engines, storage	Yes
2.04	Petroleum spirit/gasoline	F	C	D	Storage	No
3	Other flammable materials					
3.01	Cellulosic materials	F	---	---	Packing materials, wood planks, paper rubbish	No
3.02	Pyrophoric materials	F	C	D	Metal scale from vessels in sour service, scale on filters in sour service, iron sponge sweetening units	No
4	Explosives					
4.01	Detonators	WP	C	---	Seismic Operations, pipeline construction	No
4.02	Conventional explosive material	MH	C	Pr	Seismic operations, pipeline construction, platform decommissioning	No
4.03	Perforating gun charges	MH	---	---	Well completion activities associated with drilling rigs and workover operations	No
5	Pressure Hazards					
5.01	Bottled gases under pressure	WP	---	---	Welding and metal cutting operations, laboratory gas sources	No
5.02	Water under pressure in pipeworks	WP	---	---	Water disposal, water floods and injection operations, strength testing of pipeworks, well fracturing and treatments	No
5.03	Non-hydrocarbon gas under pressure in pipeworks	MH	---	---	Purging and leak testing of facilities	No
5.04	Air under high pressure	WP	---	---	Seismic air guns and related piping	No



Hazard Number	Hazard Description	Safety	Health	Environment	Possible Sources	Applicable Yes
5.05	Hyperbaric Operations (diving)	WP	P	---	Undersea operations	No
5.06	Decompression (diving)	WP	P	---	Undersea operations	No
5.07	Oil and hydrocarbon gas under pressure	WP	---	D	Flowlines, pipelines, pressure vessels and piping	No
6	Differences in height					
6.01	Personnel at height >2m	MH	---	---	Work involving scaffolding, suspended access, ladders, platforms, excavations, towers, stacks, roofing, working overboard, working on monkey board	No
6.02	Personnel at height <2m	WP	---	---	Slippery/uneven surfaces, climbing/descending stairs, obstructions, loose grating	Yes
6.03	Overhead equipment	MH	---	---	Objects falling while being lifted/handled or working at a height over people, equipment or process systems, elevated work platforms, slung loads	No
6.04	Personnel under water	MH	---	---	Objects falling on to divers from operations overhead	No
7	Objects under induced stress					
7.01	Objects under tension	WP	---	---	Guy & support cables, anchor chains, tow & barge tie-off ropes, slings	No
7.02	Objects under compression	WP	---	---	Spring-loaded devices such as relief valves and actuators and hydraulically operated devices	No
8	Dynamic situation hazards					
8.01	On water transport (boating)	WP	---	---	Boat transport to and from locations and camps, transporting materials, supplies and products, marine seismic operations, barges moving drilling rigs and workover rigs	No
8.02	In air transport (flying)	MH	---	---	Helicopter and fixed wing travel to and from locations and camps, transporting materials, supplies and products	No
8.03	Boat collision hazard to other vessels and offshore structures	MH	---	---	Shipping lane traffic, product transport vessels, supply and maintenance barges and boats, drifting boats	No
8.04	Equipment with moving or rotating parts	WP	---	---	Engines, motors, compressors, drill stems, thrusters on DP Ships	No
8.05	Use of hazardous hand tools (grinding, sawing)	WP	---	---	Workshop, construction sites, maintenance sites, rotating equipment	No
8.06	Use of knives, machetes and other sharp objects	WP	---	---	Galley, seismic line clearing, grubbing operations	No
8.07	Transfer from boat to offshore platform	WP	---	---	Basket transfer, rope transfer	No
9	Environmental Hazards					
9.01	Weather	WP	---	---	Winds, temperature extremes, rain, etc	No
9.02	Sea state	MH	---	---	Waves, tides or other sea states	No
9.03	Tectonic	MH	---	---	Earthquakes or other earth movement activity	No
10	Hot surfaces					
10.01	Process piping and equipment between 60 and 150 deg. C	WP	P	---	Oilwell piping, piping in fractionation systems, glycol regeneration	No
10.02	Process piping and equipment over 150 deg. C	MH	P	---	Hot oil piping, piping associated with stills and reboilers	No
10.03	Engine and turbine exhaust systems	WP	P	---	Power generation, gas compression, refrigeration compression, engine driven equipment such as forklifts	No
10.04	Steam piping	WP	P	---	Sulphur plants, power boilers, waste heat recovery systems, heat tracing and jackets	No
11	Hot fluids					
11.01	Temperatures between 100 and 150 deg. C	WP	P	---	Glycol regeneration, low quality steam systems, cooling oils, galley	No
11.02	Temperatures greater than 150 deg. C	MH	P	---	Power boilers, steam generators, sulphur plants, waste heat recovery units, hot oil	No



Hazard Number	Hazard Description	Safety	Health	Environment	Possible Sources	Applicable Yes
					heating systems, regeneration gases used with catalysts and desiccants	
12	Cold surfaces					
12.01	Process piping between -25 deg. C and -80 deg. C	MH	P	---	Cold ambient climate, Joule-Thomson expansions (process and leaks), propane refrigeration systems, LPG gas plants	No
12.02	Process piping less than -80 deg. C	MH	P	---	Cryogenic plants, LNG plants, LNG storage vessels including tankers, vapour lines off liquid nitrogen storage	No
13	Cold fluids					
13.01	Oceans, seas and lakes less than 10 deg. C	---	P	---	Northern and Southern oceans and lakes	No
13.02	LNG (-160 deg.C)		P			No
14	Open flame					
14.01	Heaters with fire tube	F	P	D	Glycol reboilers, amine reboilers, salt bath heaters, water bath heaters (line heaters)	No
14.02	Direct fired furnaces	F	P	D	Hot oil furnace, Claus plant reaction furnace, catalyst and desiccant regeneration gas heaters, incinerators, power boilers	No
14.03	Flares	---	P	D	Pressure relief and blowdown systems	No
15	Electricity					
15.01	Voltage > 50 V to 440 V in cables	MH	---	---	Power cables, temporary electrical lines on construction sites	No
15.02	Voltage > 50 V to 440 V in equipment	WP	---	---	Electric motors, electric switchgear, power generation, welding machines, transformer secondary	No
15.03	Voltage > 440 V	MH	---	---	Power lines, power generation, transformer primary, large electrical motors	No
15.04	Lightning discharge	WP	---	---	Major lightning-prone areas	No
15.05	Electrostatic energy	WP	---	---	Non-metallic storage vessels and piping, product transfer hoses, wiping rags, unearthed equipment, aluminium/steel, high velocity gas discharges	No
16	Electromagnetic radiation					
16.01	Ultraviolet radiation	---	P	---	Arc welding, sunshine	No
16.02	Infrared radiation	---	P	---	Flares	No
16.03	Microwaves	---	P	---	Galley	No
16.04	Lasers	---	P	---	Instrumentation, surveying	No
16.05	E/M radiation : high voltage AC cables	---	P	---	Transformers, power cables	No
17	Ionising radiation - open source					
17.01	Alpha, beta - open source	---	P	D	Well logging, radiography, densitometers, interface instruments	No
17.02	Gamma rays - open source	---	P	D	Well logging, radiography	No
17.03	Neutron - open source	---	P	D	Well logging	No
17.04	Naturally occurring ionising radiation	---	P	D	Scales in tubulars, vessels and process plant fluids (especially in C3 reflux streams)	No
18	Ionising radiation - closed source					
18.01	Alpha, beta - closed source	---	P	---	Well logging, radiography, densitometers, interface instruments	No
18.02	Gamma rays - closed source	---	P	---	Well logging, radiography	No
18.03	Neutron - closed source	---	P	---	Well logging	No
19	Asphyxiates					



Hazard Number	Hazard Description	Safety	Health	Environment	Possible Sources	Applicable Yes
19.01	Insufficient oxygen atmospheres	---	C	---	Confined spaces, tanks	No
19.02	Excessive CO2	---	C	D	Areas with CO2 firefighting systems such as turbine enclosures	No
19.03	Drowning	---	C	---	Working overboard, marine seismic operations, water transport	No
19.04	Excessive N2	---	C	---	N2 purged vessels	No
19.05	Halon	---	C	D	Areas with halon firefighting systems such as turbine enclosures and electrical switchgear and battery rooms	No
19.06	Smoke	---	C	D	Welding/burning operations, fires	No
20	Toxic gas					
20.01	H2S (hydrogen sulphide, sour gas)	MH	C	D	Sour gas production, bacterial activity in stagnant water, confined spaces in sour operations	No
20.02	Exhaust fumes	---	C	D	Enclosed spaces	No
20.03	SO2	---	C	D	Component of H2S flare and incinerator flue gas	No
20.04	Benzene	---	C	D	Component of crude oil, concentrated in glycol vent emissions and Wemco units	No
20.05	Chlorine	MH	C	D	Water treatment facilities	No
20.06	Welding fumes	---	C	---	Construction and metal fabrication/repair, welding toxic metals (galvanised steel, cadmium-coated steel), metal cutting, grinding, Manganese fumes from welding rods	No
20.07	Tobacco smoke	---	LS	---	Accommodation, office buildings, boats, aircraft	No
20.08	CFCs	---	---	D	Air conditioning, refrigeration, aerosol sprays	No
21	Toxic liquid					
21.01	Mercury	---	C	D	Electrical switches, gas filters	No
21.02	PCBs	---	C	D	Transformer cooling oils	No
21.03	Biocide (gluteraldehyde)	---	C	D	Water treatment systems	No
21.04	Methanol	---	C	D	Gas drying and hydrate control	No
21.05	Brines	---	C	D	Hydrocarbon production, well kill fluid, packer fluids	No
21.06	Glycols	---	C	D	Gas drying and hydrate control	No
21.07	Degreasers (terpenes)	---	C	D	Maintenance shops	No
21.08	Isocyanates	---	C	D	Two-pack paint systems	No
21.09	Sulphanol	---	C	D	Gas sweetening	No
21.1	Amines	---	C	D	Gas sweetening	No
21.11	Corrosion inhibitors	---	C	D	Additive to pipelines and oil/gas wells, chromates, phosphates	No
21.12	Scale inhibitors	---	C	D	Cooling and injection water additive	No
21.13	Liquid mud additives	---	C	D	Drilling fluid additive	No
21.14	Odorant additives (mercaptans)	---	C	D	Custody transfer facilities for gas, LPG and LNG	No
21.15	Alcohol-containing beverages	WP	LS	---	---	No
21.16	Non-prescribed drugs	WP	LS	---	---	No
21.17	Used engine oils (polycyclicaromatic hydrocarbons)	---	C	D	Used engine oils	No
21.18	Carbon tetrachloride	---	C	D	Plant laboratory	No
21.19	Grey and/or Black Water	---	---	D	Septic systems, camps, detergents	No
22	Toxic solid					
22.01	Asbestos	---	C	D	Thermal insulation and construction materials, old roofing (encountered during removal)	No
22.02	Man-made mineral fibre	---	C	D	Thermal insulation and construction material	No



Hazard Number	Hazard Description	Safety	Health	Environment	Possible Sources	Applicable Yes
22.03	Cement dust	---	C	D	Oil well and gas well cementing, civil construction	No
22.04	Sodium hypochlorite	---	C	D	Drilling fluid additive	No
22.05	Powdered mud additives	---	C	D	Drilling fluid additive	No
22.06	Sulphur dust	---	C	D	Sulphur recovery plants	No
22.07	Pig trash	---	C	D	Pipeline cleaning operations	No
22.08	Oil-based muds	---	C	D	Oil and gas well drilling	No
22.09	Pseudo-oil-based muds	---	C	D	Oil and gas well drilling	No
22.10	Water-based muds	---	C	D	Oil and gas well drilling	No
22.11	Cement slurries	---	C	D	Oil and gas well drilling, plant construction	No
22.12	Dusts	---	C	D	Grit blasting, sand blasting, catalyst (dumping, screening, removal, drumming)	No
22.13	Cadmium compounds and other heavy metals	---	C	D	Welding fumes, handling coated bolts	No
22.14	Oil based sludges	---	C	D	Oil storage tank cleaning	No
23	Corrosive substances					
23.01	Hydrofluoric acid	WP	C	D	Well stimulation	No
23.02	Hydrochloric acid	WP	C	D	Well stimulation	No
23.03	Sulphuric acid	WP	C	D	Wet batteries, regenerant for reverse osmosis water makers	No
23.04	Caustic soda (sodium hydroxide)	---	C	D	Drilling fluid additive	No
24	Biological hazards					
24.01	Food-borne bacteria (e.g. <i>E. coli</i>)	---	B	---	Contaminated food	No
24.02	Water-borne bacteria (e.g. <i>Legionella</i>)	---	B	---	Cooling systems, domestic water systems	No
24.03	Parasitic insects (pin worms, bed bugs, lice, fleas)	---	B	---	Improperly cleaned food, hands, clothing, living sites (pin worms, bed bugs, lice, fleas)	No
24.04	Cold and Flu Virus	---	B	---	Other people	No
24.05	Human Immune deficiency Virus (HIV)	---	B	---	Contaminated blood, blood products and other body fluids	No
24.06	Other Communicable Diseases	---	B	---	Other people	Yes
25	Ergonomic hazards					
25.01	Manual materials handling	---	E	---	Pipe handling on drill floor, sack handling in sack store, manoeuvring equipment in awkward locations	Yes
25.02	Damaging noise	WP	P	Pr	Releases from relief valves, pressure control valves	No
25.03	Loud steady noise >85 dBA	---	P	Pr	Engine rooms, compressor rooms, drilling brake, air tools	No
25.04	Heat stress (high ambient temperatures)	---	P	---	Near flare, on the monkey board under certain conditions, in open exposed areas in certain regions of the world during summer	No
25.05	Cold stress (low ambient temperatures)	---	P	---	Open areas in winter in cold climates, refrigerated storage areas	No
25.06	High humidity	---	P	---	Climates where sweat evaporation rates are too low to cool the human body, personal protective clothing	
25.07	Vibration	---	P	Pr	Hand-tool vibration, maintenance and construction worker, boating	No
25.08	Workstations	---	E	---	Poorly designed office furniture and poorly laid out workstations	No
25.09	Lighting	---	P	Pr	Work areas requiring intense light, glare, lack of contrast, insufficient light	No
25.10	Incompatible hand controls	---	E	---	Controls poorly positioned in workplace requiring workers to exert excessive force, lacking proper labels, hand-operated control valves, for example in	No



Hazard Number	Hazard Description	Safety	Health	Environment	Possible Sources	Applicable Yes
					driller house, heavy machinery, control rooms	
25.11	Awkward location of workplaces and machinery	---	E	---	Machinery difficult to maintain regularly due to their awkward positioning, for example valves in an usually high or low position	No
25.12	Mismatch of work to physical abilities	---	E	---	Requiring older workers to maintain a high physical level of activity over the course of an 8/12 hour day, heavy construction work performed by slight individuals	No
25.13	Mismatch of work to cognitive abilities	---	E	---	Requiring individuals to monitor a process without trying to reduce their boredom by giving them a higher task load, asking a worker to supervise something he/she is not qualified	No
25.14	Long and irregular working hours/shifts	---	E	---	Offshore locations utilising long shift cycles, overtime, night shifts, rollover shifts	No
25.15	Poor organisation and job design	---	E	---	Ambiguity of job requirements, unclear reporting relationships, over/under supervision, poor operator/contractor interfaces	No
25.16	Work planning issues	---	E	---	Work overload, unrealistic targets, lack of clear planning, poor communications	Yes
25.17	Indoor climate (too hot/ cold/ dry/ humid, draughty)	---	E	---	Uncomfortable climate for permanently manned areas	No
26	Psychological hazards					
26.01	Living on the job/away from family	---	Psy	---	Homesickness, missing family and social events, unable to be involved in community, feeling of isolation and losing chunks of life. Drifting away from spouse and family, development of different interests and friends, threatened by spouse's independence, wind-down period at start of break. Inability to support spouse in domestic crisis. Difficult to turn off in leisure time	No
26.02	Working and living on a live plant	---	Psy	---	Awareness that mistakes can be catastrophic, vulnerable to the mistakes of others, responsible for the safety of others. Awareness of difficulty of escape in an emergency. Awareness of risks in helicopter travel, adverse weather.	No
26.03	Post traumatic stress	---	Psy	---	Serious incidents, injuries to self and others	No
26.04	Fatigue	---	Psy	---	Physically demanding or arduous work, long or excessive working hours	No
26.05	Shift work	---	Psy	---	Construction, operations or drilling activities involving 24 hour working, saturation diving operations, changing rest and sleep patterns associated with activities.	No
26.06	Peer pressure	---	Psy	---	Pressure from others at the work location to behave in a manner which may affect well-being of the individual	No
27	Security-related Hazards					
27.01	Piracy	Se	---	---	---	No
27.02	Assault	Se	---	---	---	No
27.03	Sabotage	Se	---	---	---	No
27.04	Crisis (military action, civil disturbances, terrorism)	Se	---	---	---	No
27.05	Theft, pilferage	Se	---	---	---	No
28	Use of Natural Resources					
28.01	Water	---	---	R	Cooling water	No
28.02	Air	---	---	R	Turbines, combustion engines (pump and compressor drivers)	No
29	Medical					



Hazard Number	Hazard Description	Safety	Health	Environment	Possible Sources	Applicable Yes
29.01	Medical unfitness	---	M	---	Medically unfit staff for the task	Yes
29.02	Motion sickness	---	M	---	Crew change on water, marine operations	No
30	Noise					
30.01	High-level noise	---	M	---	Plant areas, e.g. turbines, compressors, generators pumps blow down, etc.	No
30.02	Intrusive noise	---	Psy	---	Intrusive noise in sleeping areas, offices and recreational areas	No
31	Entrapment					
31.01	Fire / explosion	MH	---	---	Blockage of routes to muster location or contamination of muster area	No
31.02	Mechanical damage	WP	---	---	Objects blocking access / escape routes	No
31.03	Diving	WP	---	---	Snagging of lines / umbilicals	No



APPENDIX 4: ASSESSMENT OF REQUIREMENTS

Contractor will work under the COMPANY SSHE MS (*This shall be reviewed by both COMPANY and CONTRACTOR after award the contract*)

Activity	Carried out by:	Associated Hazards	Risk Assessment Level				Control and Recovery Requirements	By who and where defined		
			People	Assets	Environment	Reputation		By PTTEP contract Holder	By Cont. and in SSHE clauses	By Cont. and in Scope of Work
MGO Truck transport fuel to PSB	MC	Road accident Equipment failure Spill	3C	2C	3C	2B	<ul style="list-style-type: none"> JHA & Toolbox/Safety Talk Land transport safety procedure Journey Management Plan DDC PM Plan Vehicle inspection Equipment inspection Spill kit Spill response plan 		X	X
MGO Truck alongside PSB jetty	MC	Equipment failure Spill	2B	2B	2B	2B	<ul style="list-style-type: none"> JSA & Toolbox/Safety Talk PTW Site supervision Equipment certificate check Access limitation Manual material handling training PPE Spill kit Spill response plan MGO transfer checklist 		X	X
Connect hose & valve between Road Tanker and Vessel	MC	Slip, trip, fall Pinch point	2C	2B	1B	1C	<ul style="list-style-type: none"> JSA & Toolbox/Safety Talk Grounding system Contractor working procedures Site supervision PPE MGO transfer checklist 			
Fuel transfer	MC	Equipment failure Leak / spill	2C	2B	1B	2B	<ul style="list-style-type: none"> JSA & Toolbox/Safety Talk PTW Grounding system Site supervision Equipment certificate check 			



Activity	Carried out by:	Associated Hazards	Risk Assessment Level				Control and Recovery Requirements	By who and where defined		
			People	Assets	Environment	Reputation		By PTTEP contract Holder	By Cont. and in SSHE clauses	By Cont. and in Scope of Work
	MC (Main contractor, SC Sub contract, SU Supplier)						<ul style="list-style-type: none"> • Access limitation • PPE • Spill kit • Spill response plan • MGO transfer checklist 			
Disconnect hose	MC	Slip, trip, fall Pinch point	2C	2B	1B	1C	<ul style="list-style-type: none"> • JSA & Toolbox/Safety Talk • Grounding system • Contractor working procedures • Site supervision • PPE • MGO transfer checklist 			



COMPANY RISK ASSESSMENT MATRIX

Impact Rating	Project Cost + Schedule	Legal / Compliance	Property Damage **	Financial	People*	Environment***	Image/Reputation	Likelihood				
								Rare (1) Event occurrence is remote and/or never heard of in the EP industry	Unlikely (2) Event has occurred a few times in the EP industry or is unlikely to occur in PTTEP	Possible (3) Event has occurred several times in the EP industry or occurred once in PTTEP or may occur in PTTEP	Likely (4) Event has occurred several times per year in the EP industry or more than once per year in PTTEP or occurred in the same location or is likely to occur in PTTEP	Almost Certain (5) Event has occurred frequently in the EP industry or occurred more than once per year at the same location or is expected to occur in PTTEP
Critical (5)	Impact on cost or schedule > 10%	• Dismissal of Board and Management • Revocation of any licenses or permits • Imprisonment >12 mths • Fines/Compensations; Thai Laws: > 5M THB, Foreign Laws: > 1M USD	Loss > \$50M	> 10% of NI/NPV/EMV	Multiple fatalities	• Spill >100,000 bbl • Tier 3 • International assistance	• International media coverage • Formal complaint from international authority	Note 1	Note 1			
Serious (4)	Impact on cost or schedule 5-10%	• Suspension of stock trading • Suspension of any licenses or permits • Imprisonment 6-12 mths • Fines/Compensations; Thai Laws: 1M-5M THB, Foreign Laws: 200k-1M USD	Loss between \$5-50M	1-10% of NI/NPV/EMV	• Multiple LWDC • One permanent disability • One fatality	• Spill > 10,000 bbl • Tier 2 • Regional assistance	• National media coverage • Local community protest with national influencer					
Significant (3)	Impact on cost or schedule 2.5-5%	• Imprisonment < 6 mths • Fines/Compensations; Thai Laws: 300k-1M THB, Foreign Laws: 10k-200k USD	Loss between \$100K-5M	0.1-1% of NI/NPV/EMV	• Single LWDC • Multiple RWDC	• Spill > 1,000 bbl • Tier 1 • Localised effect	• Regional media coverage • Online media spread • Local community protest with provincial/state influencer					
Moderate (2)	Impact on cost or schedule 1.25-2.5%	• Fines/Compensations; Thai Laws: <300k THB, Foreign Laws: <10k USD	Loss between \$10K-100K	0.01-0.1% of NI/NPV/EMI	• MTC • Single RWDC	• Spill > 1 bbl • Minor effect	• Local media interest • Influenced online media post • Local community aggregation					
Minor (1)	Impact on cost or schedule <1.25%	• No penalty • Breach but can be resolved without any actual punishment	Loss < \$10K	< 0.01% of NI/NPV/EMI	Minor injury with First Aid	• Spill < 1 bbl • Slight effect	• No news coverage • Non-influenced online media post • Local community complaint			Note 2	Note 2	

*, **, ***. Refer to qualitative explanation on next page.

(1) If residual risk is in 5,1 or 5,2 have to focus on reducing consequences. In addition if risks cannot practically be reduced further the Asset / Project / Activity Manager shall sign-off the Risk Assessment to agree acceptance of risk.

(2) If residual risks in 1,4 or 1.5 focus on reducing frequency of occurrence

Consequences Line 5, are Major Accident Events (MAE's).

Consequences Lines 4 and 5 are High Potential Incidents (HPI's) for purposes of incident reporting and investigation.



Terminology	Description
ALARP	To reduce a risk to a level 'as low as reasonably practicable'(ALARP) involves balancing reduction in risk against the time, trouble, difficulty and cost of achieving it. This level represents the point, objectively assessed, at which the time, trouble, difficulty and cost of further reduction measures become unreasonably disproportionate to the additional risk reduction obtained.
COMPANY	The COMPANY that issues a contract to a CONTRACTOR
Contract	An agreement between two parties by which both are bound in law and which can therefore be enforced in court or other equivalent forum.
CONTRACTOR(s)	An individual or a COMPANY carrying out work under a written or verbally agreed contract for COMPANY
Sub-CONTRACTOR	An individual or COMPANY performing some of the work within a contract, and under contract to either the original COMPANY or CONTRACTOR.
Contract Holder	COMPANY staff who has authority on signing the contract pursuant to the COMPANY Delegation of Authority (or DAS), including his/her higher line management/ authority if any.
COMPANY Site Representative	Individual appointed by the Contract Holder with single point responsibility for the activity management of the Contract and verification that the control mechanisms are in place.
CONTRACTOR Representative	Individual appointed by the CONTRACTOR with single point responsibility for the activity management and execution works as stipulated in the Contract.
Hazard	An object, physical effect, or condition with the potential to harms people, the environment or property.
High Risk Contract	Contract has potential for incidents for which the combination of potential consequences and probability are assessed to be in the Red shaded area of the RAM. High Risk Incidents can be incidents that result in injuries, illnesses or damage to assets, the environment or COMPANY reputation, or they can be near misses. Drilling, Well services, Construction, Maintenance and Logistic activities are by definition high risk
Independent Audit	Audit by auditors independent of the Asset, process or facility audited.
Medium Risk Contract	Contract has potential for incidents for which the combination of potential consequences and probability are assessed to be in the Yellow shaded area of the RAM.
Low Risk Contract	Contract has potential for incidents for which the combination of potential consequences and probability are assessed to be in the Green shaded area of the RAM.
NON-ACCIDENTAL DEATHS	Any case of death of a person either: - where there is no identifiable incident or trauma involved, or - which is the result of an apparent suicide.
SSHE MS	Safety, Security, Health and Environment Management System