



Announcement of PTT Public Company Limited

Registration Number 0107544000108

PR No. ศป.๗๗๓.86/2564

Subject: Bid for Selling of Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours.

---

As PTT Public Company Limited intends to invite written Bid for **Selling of Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours.**

Place of delivery at as article 5 of TOR

Within The Goods shall be collected by the buyer within 90 days after PTT submit the official letter of the shipment readiness for collection.

according to the conditions/detail/drawing and the documentation attached to the announcement, which shall be considered as part of this Instruction to Bid, as follows:

- Terms of Reference 1 Set
- Form of Power of Attorney 1 Page
- Letter of Confirmation on Qualifications to Do Business with PTT 1 Page

Contact doubt MR. KUNARAK KUNAKULSAWAT Tel. 082-5873676

Submission of Bid Price, evidence and technical documents shall be on 14 October 2021 at 09:00 - 15:00 hour, as follows:

- Procurement section , GSP Procurement & Inventory Management, Division. Gas Separation Plant Rayong, 555 Sukhumvit Road, Mabtapud, Muang, Rayong 21150

Person who is interested may purchase Bid Documents at the price of Baht - per set (Vat included) from 15 September 2021 to 22 September 2021 during 09:00 - 16:00 hours ( NOTE : To reduce the spread of coronavirus disease 2019 (COVID-19), The vender who interested this bid please provide the "Memorandum of Association" to Email : prangchanok.p.@pttplc.com and kunsriwimol\_b@pttplc.com within specific date/time as above ) as follows:

- Procurement section , GSP Procurement & Inventory Management, Division. Gas Separation Plant Rayong, 555 Sukhumvit Road, Mabtapud, Muang, Rayong 21150

( MISS PRANGCHANOK PALAKAWONG Tel. 038-676178 )

Announced on 15 September 2021



Announcement of PTT Public Company Limited

Registration Number 0107544000108

PR No. ศป.๗๗๓.๘๖/๒๕๖๔

Subject: Bid for Selling of Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours.

( MR. KRITSARA KHONGNUAL )

Procurement Section Head

Procurement section

## Evaluation Criteria

**Selling of Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours.**

The bidder who offered the highest price shall be awarded the auction and become the buyer. The offering price will be converted to Thai Baht (THB) based on exchange rate announced by Bank of Thailand on the proposal bidding submission date to use as the comparison bidding price.

In the event, the bidders have wrongfully proposed for the bidding such as submitting false documents or has appointed an ordinary person or legal entity on its behalf, PTT shall revoke the auction, no matter if the bidder is been chosen or not.


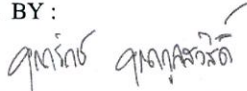
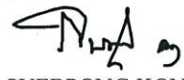
In the event, the bidder has proposed a price lower than PTT Estimated value (Scrap Value). PTT will reject the proposal or the price of the bidder. The bidder shall not claim for damages or expenses from PTT. PTT's discretion shall be final.



Mr. Kunarak Kunakulsawat

Senior Engineer

Maintenance Planning & Management Division

|   |   |   |   |
|---|---|---|---|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                      |   | <b>QSHEF-GSP-20-010-002</b><br><br>Page 1 of 17<br><br><b>REV</b> |
|   | TITLE: Selling of Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours. | DONE BY :<br><br>MR. KUNARAK KUNAKULSAWAT | DATE: 13 September 2021   |
|   | APPROVED BY:<br><br>MR. SUEBPONG KONGKHUN   | DATE: 13 September 2021   |   |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |   |   |   |

### Selling Requirements

#### 1. Objective


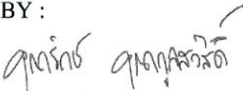

The Gas Separation Plant of PTT wishes to sell Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours (hereinafter called “Goods” or “Product”).

#### 2. Qualifications of the bidders

The bidder shall possess the following qualifications:

- 2.1 Bidder shall not be the person with the previous record of the Contract being terminated by PTT as the result from committing the corrupted act.
- 2.2 Bidder shall not be a person with a previous record of abandoning any work undertaken as declared by PTT and The Comptroller General’s Department.
- 2.3 Bidder shall be the person or persons who purchased/received the Bid Documents and may not assign to other persons the right to submit the Bid.

In the case of the bidder being a partnership/ consortium/ joint venture, the mentioned Buyer must be a party of the said partnership/ consortium/ joint venture. Hence, the bidder in the form of partnership/ consortium/ joint venture shall be obligated as a joint debtor to PTT. (Remark: A partnership/ consortium/ joint venture shall not be permitted to submit the Bid except it is stated clearly in the Terms of Reference that a partnership/ consortium/ joint venture is allowed to do so.)

|   |  |   |
|---|--|---|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                               | <b>QSHEF-GSP-20-010-002</b><br><br>Page 2 of 17<br><br><b>REV</b>   |
|   | TITLE: Selling of Siemens Power Turbine RT56<br>Sales Gas Compressor GSP1, Rotor and<br>Stationeries parts which has been in service<br>approximately but not more than 100,000 hours. | DONE BY :<br><br>MR. KUNARAK KUNAKULSAWAT |
|   | APPROVED BY:<br><br>MR. SUEBPONG KONGKHUN   | DATE: 13 September 2021   |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |  |   |

2.4 On the day of the auction, should not have any joint interest with other bidders or is not a person who will cause obstruction for a fair auction.

2.5 The bidders shall enclose the Letter of Confirmation on Qualifications to Do Business with PTT on each bid.

2.6 The Bidder shall,

2.6.1 Have never been on probation or had cancellation from hiring due to incorrect delivery in accordance with the requirement or does not comply with the occupational safety, health and environment of the Rayong gas separation plant of PTT (or the oil refinery or other petrochemical plants).


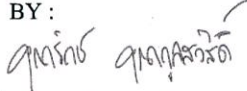

2.6.2 They shall enclose the Letter of Confirmation on Qualifications to Do Business with PTT on each bid.

**3. Proposal Requirement** The proposal should be submitted in separate sealed envelopes as list below.

3.1. **The Commercial Part :**

3.1.1. Memorandum of Association which confirmed the Person who signed the power of attorney or sign the contract be the Authorized person's signature binding the contract and presents the bidder details i.e. address, directors, capital.

3.1.2. Articles of Associations, to clarify that bidder have registered the work which is according to the contract.

|   |  |   |
|---|--|---|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                               | <b>QSHEF-GSP-20-010-002</b><br><br>Page 3 of 17<br><br><b>REV</b>   |
|   | TITLE: Selling of Siemens Power Turbine RT56<br>Sales Gas Compressor GSP1, Rotor and<br>Stationeries parts which has been in service<br>approximately but not more than 100,000 hours. | DONE BY :<br><br>MR. KUNARAK KUNAKULSAWAT<br><br>APPROVED BY:<br><br>MR. SUEBPONG KONGKHUN |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |  |   |

3.1.3. In the case where the authorized person of the sole trading entity, company or partnership authorizes another person to sign and/or submit Bid Documents, there shall be enclosed a valid **power of attorney** clearly and correctly stating the authorization.

3.1.4. The documents under 3.1.1, 3.1.2 and 3.1.3 must be notarized by notary public and legalized by Thai Embassy or Thai consulate of the country or state where the place of origin of the document is which is not more than 6 (six) months recent as from the date after the day of notarization and legalization up to the date of submitting Bid document.

3.1.5. Certified copy of passport of the authorized signatory or copy of passport of grantee and grantor attached to a power of attorney.

3.1.6. Certificate of specimen signature or other documents that present signature.

3.1.7. Letter of Confirmation on Qualifications to Do Business with PTT

### 3.2. **Proposal :**

The bidder shall give price validity a minimum of 90 days from the offering/proposal letter.


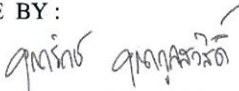

3.2.1. Offering/Proposal letter the bidder offering shall include VAT of 7%.

### 4. **Deliverables**

The Goods shall be collected by the buyer within 90 days after PTT submit the official letter of the shipment readiness for collection.

### 5. **Place of collection**

The buyer shall collect the Goods at  
 PUBLIC COMPANY LIMITED  
 PTT RAYONG GAS SEPARATION PLANT, 555 SUKHUMVIT ROAD  
 MAP TA PHUT SUBDISTRICT, MUEANG RAYONG DISTRICT

|   |  |   |   |
|---|--|---|---|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                               |   | <b>QSHEF-GSP-20-010-002</b><br><br>Page 4 of 17<br><br><b>REV</b> |
|   | TITLE: Selling of Siemens Power Turbine RT56<br>Sales Gas Compressor GSP1, Rotor and<br>Stationeries parts which has been in service<br>approximately but not more than 100,000 hours. | DONE BY :<br><br>MR. KUNARAK KUNAKULSAWAT | DATE: 13 September 2021   |
|   | APPROVED BY:<br><br>MR. SUEBPONG KONGKHUN   | DATE: 13 September 2021   |   |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |  |   |   |

RAYONG 21150

## 6. Payment


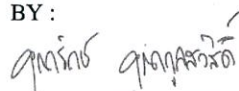
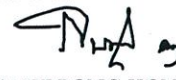
- 6.1. The buyer shall make payment **in full** to PTT on the thirtieth (30th) days from the date of Invoice.
- 6.2. The payment shall be made by bank transfer to the account as designated by PTT.

## 7. Termination

A situation where the buyer cannot collect the Goods until after the scheduled 90 days after the readiness of the shipment per Section 4 of these Selling Requirements, PTT reserves the right to terminate the sale of the product.

7.1 In the event that either party shall default in the material performance of any express obligation to be performed by that party under this Contract then the other party may, by written notice, require the defaulting party to remedy its default. If the default is not remedied within 60 (sixty) calendar days of the date of such notice or such default cannot be remedied within the said 60-day period than SELLER shall provide a plan to cure such issue within 21 calendar days, then the affected party may terminate this Contract by written notice to the defaulting party specifying the effective date of termination.


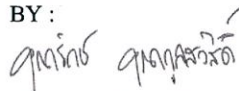
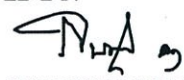
7.2 If either of the Parties hereto is in material breach of its obligations under this Contract, makes any agreement with creditors generally compounding debts, enters into liquidation whether compulsory or voluntary (except as a solvent company of the purpose of a merger or

|   |  |   |   |
|---|--|---|---|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br><b>ใบข้อกำหนดการจัดจำหน่าย (Selling)</b><br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                        |   | <b>QSHEF-GSP-20-010-002</b><br><br>Page 5 of 17<br><br><b>REV</b> |
|   | TITLE: Selling of Siemens Power Turbine RT56<br>Sales Gas Compressor GSP1, Rotor and<br>Stationeries parts which has been in service<br>approximately but not more than 100,000 hours. | DONE BY :<br><br>MR. KUNARAK KUNAKULSAWAT | DATE: 13 September 2021   |
|   | APPROVED BY:<br><br>MR. SUEBPONG KONGKHUN  | DATE: 13 September 2021   |   |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |  |   |   |

consolidation), becomes insolvent or a receiver is appointed for the whole or part of its assets, then the other party shall have the right, without prejudice to its other rights or remedies, to terminate this Contract. Such termination shall be effected by the party entitled to terminate issuing notice of termination in writing to the other party and such notice shall be effective 24 hours after it is received or the date specified in such notice.

7.3 In the event Buyer terminates this Contract pursuant to Clause Article 7.2, Buyer shall have the right to recover from Seller any reasonable additional costs that PTT incurs in having the Contract completed by another competent contractor, to the extent that such additional costs exceed the Contract Price which would have been payable by PTT if the Contract had not been terminated.

7.4 In the event Seller terminates this Contract pursuant to Clause Article 7.2, Buyer shall pay for all PRODUCTS supplied by SELLER up to the date of termination, together with all reasonable costs, including overheads and arising out of such termination


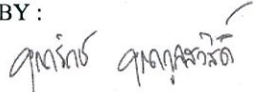
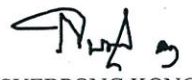
|   |   |  |   |
|---|---|--|---|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                      |  | <b>QSHEF-GSP-20-010-002</b><br><br>Page 6 of 17<br><br><b>REV</b> |
|   | TITLE: Selling of Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours. | DONE BY :<br><br><b>MR. KUNARAK KUNAKULSAWAT</b> | DATE: 13 September 2021   |
|   | APPROVED BY:<br><br><b>MR. SUEBPONG KONGKHUN</b>  | DATE: 13 September 2021  |   |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |   |  |   |

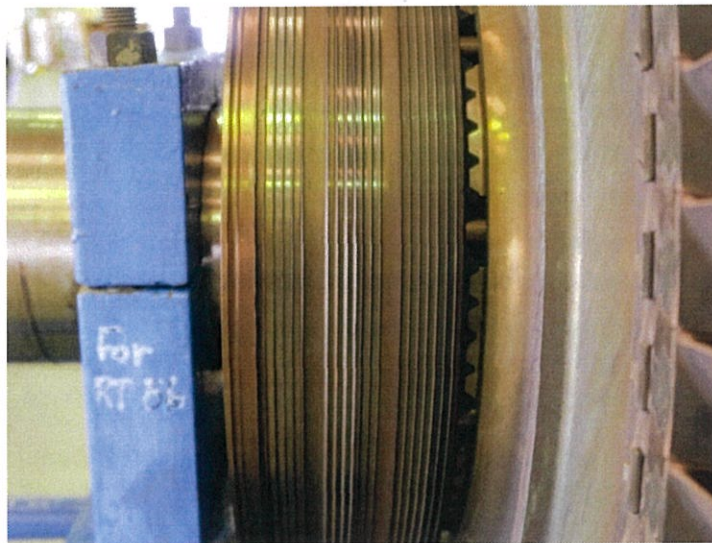
### 8. Technical requirements

The Goods have been in service approximately but not more than 100,000 hours. The Goods include:

1. Rotor and the capsule (Rotor)



|   |  |   |
|---|--|---|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b> | <b>QSHEF-GSP-20-010-002</b><br><br>Page 7 of 17<br><br><b>REV</b> |
| <b>TITLE:</b> Selling of Siemens Power Turbine RT56<br>Sales Gas Compressor GSP1, Rotor and<br>Stationeries parts which has been in service<br>approximately but not more than 100,000 hours.                 | <b>DONE BY :</b><br><br><b>MR. KUNARAK KUNAKULSAWAT</b>                | <b>DATE:</b> 13 September 2021                                    |
|   | <b>APPROVED BY:</b><br><br><b>MR. SUEBPONG KONGKHUN</b>                | <b>DATE:</b> 13 September 2021                                    |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |  |   |





RAYONG GAS SEPARATION PLANT

PTT PUBLIC COMPANY LIMITED

ใบข้อกำหนดการจัดจำหน่าย (Selling)

(SPECIFICATION AND SCOPE OF WORK)

QSHEF-GSP-20-010-002

Page 8 of 17

REV

TITLE: Selling of Siemens Power Turbine RT56  
Sales Gas Compressor GSP1, Rotor and  
Stationeries parts which has been in service  
approximately but not more than 100,000 hours.

DONE BY :

MR. KUNARAK KUNAKULSAWAT

DATE: 13 September 2021

APPROVED BY:

MR. SUEBPONG KONGKHUN

DATE: 13 September 2021

Quality

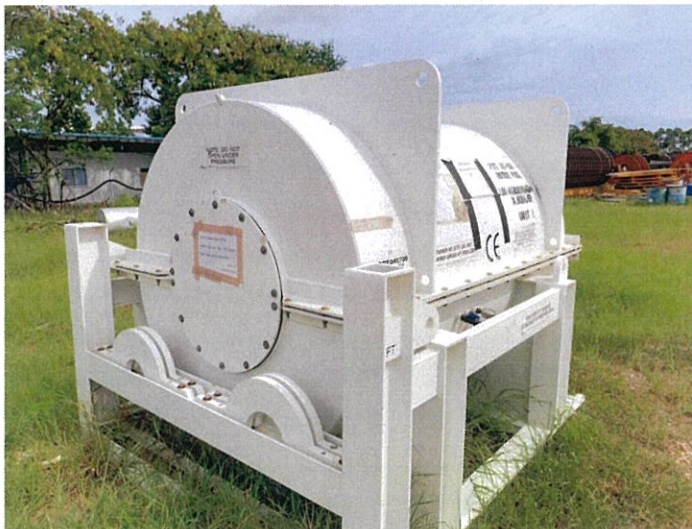
Safety


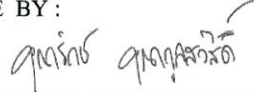
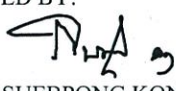
Health

Environment

Lab


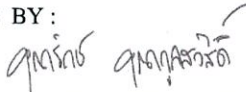

Energy



|   |  |   |
|---|--|---|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                               | <b>QSHEF-GSP-20-010-002</b><br><br>Page 9 of 17<br><br><b>REV</b>   |
|   | TITLE: Selling of Siemens Power Turbine RT56<br>Sales Gas Compressor GSP1, Rotor and<br>Stationeries parts which has been in service<br>approximately but not more than 100,000 hours. | DONE BY :<br><br><b>MR. KUNARAK KUNAKULSAWAT</b><br><br>APPROVED BY:<br><br><b>MR. SUEBPONG KONGKHUN</b> |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |  |   |

2. Diffuser and Diffuser Blade (Stationeries)



|   |  |  |
|---|--|--|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                               | <b>QSHEF-GSP-20-010-002</b><br><br>Page 10 of 17<br><br><b>REV</b>   |
|   | TITLE: Selling of Siemens Power Turbine RT56<br>Sales Gas Compressor GSP1, Rotor and<br>Stationeries parts which has been in service<br>approximately but not more than 100,000 hours. | DONE BY :<br><br><b>MR. KUNARAK KUNAKULSAWAT</b><br><br>APPROVED BY:<br><br><b>MR. SUEBPONG KONGKHUN</b> |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |  |  |




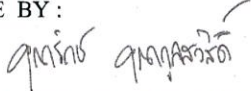

The buyer shall response for the transportation including the lifting truck/instrumentation, forklift, labours. In addition, the buyer shall response to the taxes including sale tax which should be stated in the bidding proposal.

#### 9. Bidding Evaluation

The bidder who offered the highest price shall be awarded the auction and become the buyer. The offering price will be converted to Thai Baht (THB) based on exchange rate announced by Bank of Thailand on the proposal biding submission date to use as the comparison bidding price.


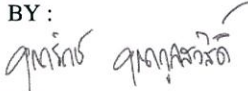
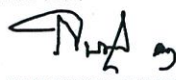
In the event, the bidders have wrongfully proposed for the bidding such as submitting false documents or has appointed an ordinary person or legal entity on its behalf, PTT shall revoke the auction, no matter if the bidder is been chosen or not.

In the event, the bidder has proposed a price lower than PTT Estimated value (Scrap Value). PTT will reject the proposal or the price of the bidder. The bidder shall not claim for damages or expenses from PTT. PTT's discretion shall be final.

|   |  |   |  |
|---|--|---|--|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br><b>ใบข้อกำหนดการจัดจำหน่าย (Selling)</b><br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                        |   | <b>QSHEF-GSP-20-010-002</b><br><br>Page 11 of 17<br><br><b>REV</b> |
|   | TITLE: Selling of Siemens Power Turbine RT56<br>Sales Gas Compressor GSP1, Rotor and<br>Stationeries parts which has been in service<br>approximately but not more than 100,000 hours. | DONE BY :<br><br>MR. KUNARAK KUNAKULSAWAT | DATE: 13 September 2021  |
|   | APPROVED BY:<br><br>MR. SUEBPONG KONGKHUN  | DATE: 13 September 2021   |  |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |  |   |  |

### 10. Technical Correspondence


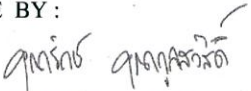

ATTENTION :                   MR. KUNARAK KUNAKULSAWAT  
   Maintenance Planning & Management Division  
  
 TELEPHONE No. :           (66 - 38) 676000 Ext. 46558  
  
 FAX No. :                     (66 - 38) 676289  
  
 E-MAIL :                      kunarak.k@pttplc.com

|   |   |   |  |
|---|---|---|--|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                      |   | <b>QSHEF-GSP-20-010-002</b><br><br>Page 12 of 17<br><br><b>REV</b> |
|   | TITLE: Selling of Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours. | DONE BY :<br><br>MR. KUNARAK KUNAKULSAWAT | DATE: 13 September 2021  |
|   | APPROVED BY:<br><br>MR. SUEBPONG KONGKHUN  | DATE: 13 September 2021   |  |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |   |   |  |

**Additional Terms and Conditions for the Purchase and Sale of the Goods by the Buyer and Seller**

**1. Definitions**

- 1.1 “Conditions” means these Terms and Conditions for the Purchase and Sale of the Goods by the Buyer and Seller which are incorporated into and form part of the Purchase Order and Selling Requirements.
- 1.2 “Contract” means the contract between the Seller and the Buyer for the supply of the Goods and/or Services to the Buyer which includes this Specification and Scope of Work.
- 1.3 “Collection Date(s)” shall have the meaning as described in Article 4 Deliverables.
- 1.4 “Goods” means the Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts (which has been in service approximately but not more than 100,000 hours) and/or the products, goods or items which are the subject of the Contract as further listed in the Purchase Order.
- 1.5 “Intellectual Property Rights” means patents, copyright, trademarks, trade secrets, service marks, registered designs, design rights or other intangible property rights.
- 1.6 “Party” means the Seller or the Buyer and “Parties” means both of them.
- 1.7 “Buyer” means the awarded bidder who places the order by way of Purchase Order.
- 1.8 “Purchase Order” means the purchase order which the condition complied to this Specification and Scope of Work
- 1.9 “Selling Requirements” means the Seller’s bidding requirements for the auction of the Goods to which the Buyer has been awarded the auction and upon which the Parties intend to issue a Purchase Order for such Goods via the Conditions where such Conditions form an integral part of the selling Requirements
- 1.10 “Seller” means PTT Public Company Limited being the company referred to on the face of the Purchase Order with whom the Contract is made by the Buyer.

|   |   |   |  |
|---|---|---|--|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                      |   | <b>QSHEF-GSP-20-010-002</b><br><br>Page 13 of 17<br><br><b>REV</b> |
|   | TITLE: Selling of Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours. | DONE BY :<br><br>MR. KUNARAK KUNAKULSAWAT | DATE: 13 September 2021  |
|   | APPROVED BY:<br><br>MR. SUEBPONG KONGKHUN   | DATE: 13 September 2021   |  |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |   |   |  |

## **2. Confirmation and Acceptance**

2.1 The Purchase Order placed by the Buyer shall only be considered accepted and a Contract concluded between the Parties if the Seller has confirmed acceptance of the Purchase Order in writing within 14 days of receipt of the Purchase Order.

## **3. Price and Payment**

3.1 All prices shall be as stated in the Contract. The prices are fixed and include delivery and all other charges, which include, but is not limited to, taxes, the costs of transport, insurance and packing. The prices shall not be adjusted except as provided for in these Conditions.


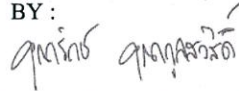

3.2 Upon collection of the Goods , the Seller shall send to the Buyer a detailed invoice stating the reference number of the Purchase Order for the Goods.

## **4. Purchase Orders & Variations**

4.1 Without prejudice to Clause 16, the Buyer may cancel the Purchase Order if the Seller has not confirmed acceptance of the Purchase Order in writing within 14 days of receipt of the Purchase Order. Otherwise, after acceptance of the Purchase Order by the Seller, no cancellation of the Goods or the Purchase Order after collection of the package by the Buyer.

4.2 If the Seller's confirmation varies from the Specification and Scope of Work, the Buyer shall be bound thereby only if it agrees to such variation in writing. For the avoidance of doubt, neither the acceptance of collection of the Goods nor payments made shall constitute approval or agreement of any such variation.

4.3 Any variations to the Specification and Scope of Work shall only be effective if the Buyer confirms such variations in writing.

|   |   |   |  |
|---|---|---|--|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                      |   | <b>QSHEF-GSP-20-010-002</b><br><br>Page 14 of 17<br><br><b>REV</b> |
|   | TITLE: Selling of Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours. | DONE BY :<br><br>MR. KUNARAK KUNAKULSAWAT | DATE: 13 September 2021  |
|   | APPROVED BY:<br><br>MR. SUEBPONG KONGKHUN   | DATE: 13 September 2021   |  |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |   |   |  |

### **5. Delivery and Delays, Marked Goods, Title and Risk**

5.1 The Goods shall be collected by the Buyer within 90 days from the Seller's confirmation in writing of its acceptance of the Purchase Order.

5.2 The Buyer shall collect the Goods at:

PUBLIC COMPANY LIMITED

PTT RAYONG GAS SEPARATION PLANT, 555 SUKHUMVIT ROAD

MAP TA PHUT SUBDISTRICT, MUEANG RAYONG DISTRICT

RAYONG 21150

5.3 Any shipment terms quoted in relation to the delivery of the Goods shall be in accordance with Incoterms Ex-Work, 2010, supplemented or revised.

### **6. Confidential Information**


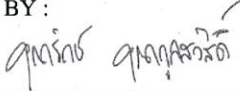

6.1 The Contract and any other information supplied by the Buyer are confidential. Issued Material is also confidential. Use of any such information and Issued Material is permitted solely for the purpose of carrying out the Contract. The Seller shall not, without the prior written consent of the Buyer, disclose such confidential information to anyone other than those employees or agents of the Seller on a need-to-know basis and only if these parties are bound to the Buyer by substantially similar confidentiality provisions.

6.2 The Seller shall not without the Buyer's written consent advertise or otherwise make known that the Seller supplies or has supplied Goods or Services to the Buyer.

6.3 The confidentiality obligations in this Clause 6 shall survive the termination or expiration of the Contract.

### **7. Limitation of Liability**

The total liability of SELLER (including its subcontractors) on any claim, whether in contract, tort (including negligence) infringement or otherwise, arising out of, connected with or resulting from the manufacture,

|   |   |   |
|---|---|---|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                      | <b>QSHEF-GSP-20-010-002</b><br><br>Page 15 of 17<br><br><b>REV</b>  |
|   | TITLE: Selling of Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours. | DONE BY :<br><br>MR. KUNARAK KUNAKULSAWAT |
|   | APPROVED BY:<br><br>MR. SUEBPONG KONGKHUN   | DATE: 13 September 2021   |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |   |   |

sale, delivery, resale repair, replacement or use of the PRODUCT or any other service shall not exceed the price allocable to the PRODUCT or service or part thereof that gives rise to the claim and in no event shall the total ability of SELLER hereunder exceed the Contract Price.

Such Limitation of Liability shall not include any claim incurred by SELLER's willful misconduct, fraud and gross negligence.


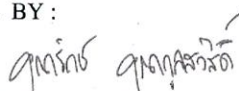
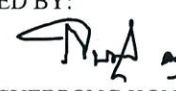
#### **8. Reservation Clause**

8.1 The Buyer shall not be obligated to fulfil this Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.

#### **9. Force Majeure**

9.1 If either Buyer or Seller is rendered unable in whole or in part, by Force Majeure, to perform or comply with any obligation of the Contract, upon giving notice and full particulars to the other party, such obligation shall be suspended during the continuance of the inability so caused and such party shall be relieved of liability for failure to perform the same during such period.

9.2 Both Buyer and SELLER shall make all efforts to eliminate the situation of Force Majeure as soon as possible. If the situation of Force Majeure cannot be eliminated within a period of 1 (one) month, the parties shall meet to find a suitable solution taking into account the interests of both parties and if a suitable solution cannot be achieved after the condition of Force Majeure continues for a period of 3 (three) months either party may terminate the Contract. In the event of termination Buyer shall pay such proportion of the Contract Price as the Goods actually done bears to the Good for which the Contract Price was fixed, together with such costs necessarily incurred by Seller in connection with the termination as have not been paid.

|   |   |   |  |
|---|---|---|--|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                      |   | <b>QSHEF-GSP-20-010-002</b><br><br>Page 16 of 17<br><br><b>REV</b> |
|   | TITLE: Selling of Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours. | DONE BY :<br><br>MR. KUNARAK KUNAKULSAWAT | DATE: 13 September 2021  |
|   | APPROVED BY:<br><br>MR. SUEBPONG KONGKHUN   | DATE: 13 September 2021   |  |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |   |   |  |

9.3 For the purpose of this Force Majeure means any event not within the reasonable control of Seller including, without limitation as acts of God, act of civil or military authority, war, terrorism or threats of terrorism, civil commotion, explosion, fire or earthquake, strikes, lock-outs, delays resulting from government controls.

#### **10. Consequential Damages**


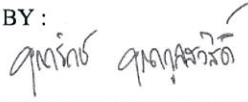

10.1 Neither PTT nor SELLER shall be liable one to the other for any indirect, special or consequential losses or damages which may have been suffered by the other in connection with the performance of the Contract including but not limited to loss of use, whether complete or partial, loss of revenue, loss of profit or anticipated profit or of contracts howsoever caused.

#### **11. Taxes, Duties And Fees**

11.1 Subject to Clause 11.2 below, all taxes, duties and fees obligated to Seller by Thai Tax laws and regulations shall be to Seller's account and Seller shall be responsible for payment thereof.

11.2 Buyer shall pay all other taxes, assessments, duties, levies or charges by whomsoever levied.

11.3 If Buyer is required by any law to make any deduction or withholding from any amount payable to Seller under this Contract, then the sum payable in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that after the making of such deduction or withholding, Seller shall receive (free from any liability in respect of any such deduction or withholding) a net sum equal to the amount which it would have received had no deduction or withholding been required to have been made. Buyer shall pay any such withholding or deduction to the relevant authority as required by law and shall promptly provide Seller with an official receipt or certificate in respect of the payment of the withholding or deduction upon request.

|   |   |   |  |
|---|---|---|--|
|   | <b>RAYONG GAS SEPARATION PLANT</b><br><b>PTT PUBLIC COMPANY LIMITED</b><br>ใบข้อกำหนดการจัดจำหน่าย (Selling)<br><b>(SPECIFICATION AND SCOPE OF WORK)</b>                      |   | <b>QSHEF-GSP-20-010-002</b><br><br>Page 17 of 17<br><br><b>REV</b> |
|   | TITLE: Selling of Siemens Power Turbine RT56 Sales Gas Compressor GSP1, Rotor and Stationeries parts which has been in service approximately but not more than 100,000 hours. | DONE BY :<br><br>MR. KUNARAK KUNAKULSAWAT | DATE: 13 September 2021  |
|   | APPROVED BY:<br><br>MR. SUEBPONG KONGKHUN   | DATE: 13 September 2021   |  |
| <input checked="" type="checkbox"/> Quality <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/> Environment <input type="checkbox"/> Lab <input type="checkbox"/> Energy |   |   |  |

11.4 Both Parties agree to co-operate to eliminate or reduce any applicable taxes, duties, interests, penalties or similar charges which may be payable by either Party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recovers. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either Party becomes subject to additional taxes, duties or similar charges which increases their financial liability during the term of this Contract, both Parties will negotiate in good faith to attempt to reduce or eliminate such additional taxes, duties and similar charges. This is provided that neither Party need to take any steps, which in its reasonable opinion and acting in good faith would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).