



ANNEXURE "A"

TRANSACTION DOCUMENT

ENQUIRY NO: CTT0000026533

DESCRIPTION: URGENT REQUIREMENT OF FABRICATION EQUIPMENT AND TOOLS HIRE FOR PetroSA, MOSSEL BAY

1. SCOPE OF WORK

1.1 INTRODUCTION

The Petroleum Oil and Gas Corporation of South Africa (SOC) Ltd, herein after called PetroSA, operate a Gas to Liquid Processing Refinery and related facilities in Mossel Bay, FA Platform, Bloemfontein and Tzaneen.

PetroSA requires a capable Supplier to undertake and provide the following services at the above-mentioned PetroSA facilities on an as and when required basis which shall include the following:

- Provision of equipment and tool hire services as specified in this agreement
- Adhoc equipment and tool hire services not specified in this contract only to be supplied with prior approval of the authorized PetroSA contact person.. No payment shall be processed without prior approval and complete PetroSA Works Order
- Provision of all the required personnel which shall include but not limited to management, supervision, administration, storage personnel and all other required labour associated with equipment and tool hire services at no additional cost to PetroSA (costs to be included in rental costs).

It is expected from the Supplier to provide service expertise, advanced techniques, reliable equipment, tools, manpower, and experienced project management, including a preparation and execution plan of the works in accordance with and **within the time frames** defined by PetroSA.

The Supplier will be expected to have sufficient personnel on site to administer the rental of equipment and tool hire services at all times. The supplier shall be responsible for issuing equipment and tools to PetroSA and shall also be responsible for the collection thereof, furthermore the supplier shall be expected to monitor the return of equipment. PetroSA shall not be

held liable for lost of equipment due to the supplier's failure to monitor equipment issue and return.

The Supplier will be expected to obtain and mobilise any equipment specified / unspecified in this agreement within 24 hours upon being instructed to do so by PetroSA. If the Supplier cannot supply as required PetroSA will have the right to obtain resources and equipment from other Suppliers.

All work shall be performed in strict accordance with PetroSA's specifications, standards, procedures, drawings and other documents, which by reference are made part of this contract.

All equipment that is provided by the Supplier should be in a good and acceptable working condition. PetroSA shall not pay for equipment / tools that are not in a good working condition.

1.2 SERVICES

The Supplier shall supply all equipment and tools listed/not listed in this Agreement as per the following conditions:

- The Supplier will be fully responsible to supply all equipment to the area at the PetroSA site as specified on the PetroSA Works Order.
- All equipment will be subject to an intensive inspection by a competent person appointed by PetroSA and will have full authority to declare the applicable item of equipment unsafe for use.
- All diesel or petrol driven equipment shall be supplied empty. The equipment shall be returned empty to the Supplier.
- The Supplier will be committed to replace any item of equipment within 2 (two) hours if declared unsafe for use by PetroSA at the Supplier's own cost.
- Any breakdowns of hired equipment will be for the account of the Supplier, where it cannot be proven to be the fault of PetroSA.
- If the repair work is of such a nature that it will exceed one hour to complete, a replacement shall be supplied within an hour.
- The Supplier will be fully responsible for the maintenance and servicing of its own equipment.
- In case of an emergency the Supplier will be required to supply equipment within 24 hours of receipt of the Works Order and to facilitate the collection of the equipment requested by PetroSA, if necessary.

1.2.1 Standard Equipment Requirements

A comprehensive list of equipment is listed in the pricing section of this agreement. This list demonstrates a typical list of Equipment that is commonly used by PetroSA and which the Supplier must own / have access to.

Additional equipment and tool requirements shall be agreed between PetroSA and the Supplier and the cost thereof shall be agreed upfront before equipment/tool mobilisation.

1.2.2 Supplier's responsibilities

In rendering the service, the Supplier shall provide for:

- All requirements to render the services on a 24 hour basis.
- All required equipment, tools and auxiliaries associated with the provision of this service and as required by PetroSA
- Manpower
- Supervision
- Management
- Office and storage Personnel
- Supply of transport.
- Calibration Certificates when required for equipment
- Standby, emergency and overtime work to be performed when required at no additional cost to PetroSA for the equipment utilised.
- Issuing and collection of tools and equipment including keeping and maintaining a logbook of hired tools and equipment
- Periodic reporting on tools and equipment on hire

1.2.3 Procedures

The Supplier shall comply with the following PetroSA Procedures, codes, and legislation codes listed in the reference table below:

DOCUMENT NUMBER	DESCRIPTION
ELR/WI/GEN/005	Use of Portable Electrical Equipment
ISO 9001	Quality Management System
Act No.29 of 1996	South African Mine health & Safety Acts

1.2.4 Demand

PetroSA's requirements for this service are subject to fluctuation, and as such, no minimum turnover or volume of work can be guaranteed.

The Supplier must have sufficient reserve capacity to mobilise immediately should the service be required on an emergency basis.

1.2.5 Delivery of Offshore Equipment/Tools

The Supplier shall deliver Offshore equipment and tools to the PetroSA warehouse as per Offshore requirements. Gang-boxes may be used, however, the sizes thereof are to be confirmed with PetroSA warehouse as these will be required to fit into the Offshore containers.

1.2.6 Expertise and technical support

The Supplier shall have the technical support and expertise to provide professional service and advice.

1.2.7 New technologies, products, trends and best practices

The Supplier will be expected to remain abreast of the latest national and international developments, including new technologies, products, trends, and best practices within its field of operation. Furthermore, the Supplier must proactively share any relevant information with PetroSA that could enhance product performance, reliability, productivity, safety, or cost-efficiency.

1.3 BUSINESS PROCESS

1.3.1 Normal operating conditions

The Supplier will at the commencement of the Agreement receive a Purchase Order against which all Supplier invoices shall be paid. The Supplier shall ensure that this Purchase Order number is reflected on all their invoices.

Before commencing with any job the Supplier shall be issued with a Works Order/Job Card, and the Works Order number shall also be reflected on the Supplier's invoices and the job card attached as one of the invoice supporting documents.

All payments to the Supplier shall be based on the approved rates tendered by the Supplier.

Any changes to an official Works Order must be authorised by means of a new or supplementary Works Order.

The Supplier shall have no authority to change any conditions in a Works Order and any work performed in excess of the approved scope shall be for the account of the Supplier.

1.3.2 Projects (Turnarounds, Outages, Shutdowns)

Turnarounds, Projects and Outages are included in this Agreement. Statutory shutdown is excluded.

1.3.3 Prerequisites

All work shall be performed in accordance with the approved PetroSA procedures, standards and specifications and it will be the responsibility of the Supplier to fully acquaint itself with the contents thereof prior to commencement.

The Supplier shall be responsible to obtain the necessary permits to work prior to the commencement of the services specified on the Works Order.

The Supplier shall submit proof of calibration and certification of all equipment used to perform the service.

The Supplier shall not acquire the service of any sub-contractor without the prior written approval from PetroSA.

The Supplier shall be responsible for ensuring that the workforce of the approved sub-contractor(s) is competent and fully equipped to perform the service safely, when applicable.

1.3.4 Abnormal operating conditions (breakdowns and emergencies)

Similar conditions are in force as under normal operating conditions except that work may proceed without the receipt of the official Works Order.

The work must be confirmed to be a genuine priority or breakdown by a PetroSA representative.

The Supplier will be held responsible for recording such instances in a logbook and acquire the signatures of the relevant PetroSA representative.

The official Works Order shall be submitted to the Supplier within 24 hours of the initial request.

1.3.5 Site Establishment

PetroSA will supply a Contractor's Yard and an office building for the Supplier and the Supplier must maintain the building for the duration of the Agreement and return it to PetroSA in the same condition it was received in, excluding normal wear and tear.

The cleanliness of the Yard and buildings must comply with the PetroSA Safety and Housekeeping Policy.

PetroSA reserves the right to conduct safety inspections at random of the premises, buildings and equipment on site.

PetroSA will not provide fuel for Supplier's vehicles.

1.3.6 Labour

The Supplier shall supply all labour, supervision, and management and other overhead and specialist personnel to perform the services.

The Supplier shall give preference to suitable labour from the Mossel Bay area.

All personnel shall be suitably qualified and have the necessary experience to perform the Services.

The Contractor's Site Manager shall ensure that only qualified and competent people will be allowed to work on Site.

Proof of training must be submitted before any personnel will be allowed on site.

PetroSA will have the right to evaluate, test and interview all personnel designated to perform the Services.

PetroSA reserves the right to object to any personnel who in terms of this agreement or any of PetroSA's policy is deemed to be incompetent, negligent, guilty of misconduct or unsuitable.

The Supplier shall immediately remove such personnel from the premises and provide a satisfactory replacement if required, at the Supplier's own cost.

All personnel, including casual labour, must be able to read, and understand safety signs and participate in on the job safety talks.

1.3.7 Key Personnel required on site:

Personnel	Experience	Minimum Qualification
Site Manager	5 years' experience in the managing of tools and equipment hire	Matric or equivalent
Technician /Storeman	3 years' experience in tool and equipment repair	Grade 10/Standard 8 or equivalent

1.3.8 Plant, Equipment and Tools

The Supplier shall provide all the necessary equipment and tools of trade necessary for the performance of the Services, excluding consumables.

1.3.10 Identification

The Supplier shall clearly mark all its equipment and tools for ease of identification. PetroSA shall not be responsible for any loss thereof.

1.4 SUPPLIED BY PetroSA

1.4.1 Utilities and facilities free of charge

PetroSA will provide the following utilities and facilities free of charge to the Supplier, unless specifically excluded elsewhere:

- Suppliers lay down area (yard) and suitable office, workshop and store facilities which must at all times be in compliance with the PetroSA Safety Policy. PetroSA reserves the right to execute safety inspections at random on the premises, buildings and equipment on site.
- Ablution and shower facilities on site.
- Cranage and scaffolding where required assisting in the performance of the Services.
- Water, steam and compressed air and electricity at various points on site.
- Water and Electricity in the Supplier's lay down area.

1.4.2 Utilities and facilities at charge

PetroSA will provide the following utilities and facilities to the Supplier for which the Supplier shall be charged:

- Telephone and Fax lines (activation deposit of R1,000.00 is required)
- Supplier will be charged for all calls made and faxes sent.
- Medical Fitness for Contractor employees to be obtained at own cost and verified and monitored according to PetroSA requirements

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1.5 GENERAL

Any activity, work or condition not covered in this Agreement shall be negotiated and agreed on in advance with PetroSA before implementation.

The Supplier shall be responsible for the proper protection of surrounding equipment against damage whilst performing the services.

The Power supply on site is 220V and 525V.

1.6 QUALITY ASSURANCE

The Supplier shall ensure that the Services, including workmanship, products, materials, documentation, tools and equipment used or required for the rendering of the Services, comply with PetroSA's Quality Assurance, Control & Certification Requirements for Manufacture, Fabrication & Erection of Pipework for Operations **Ref EP/SHE/SD001**. Note : all codes and standards to comply with latest version / revision

1.7 SAFETY PLAN

The Supplier's Safety Plan shall be specific to this Agreement and shall contain details of the following: (The Plan will be updated on a regular basis).

- Standards and Procedures to be followed to ensure Supplier personnel safety in the execution of the works and in compliance with PetroSA SHEQ requirements, including procedures for identifying protective equipment for specific jobs and procedures for confined space entry.
- Accountability of Supplier's key personnel with regards to safety at the work site.
- Responsibility of Supplier's Safety Officers and number of Safety Officers to be used.
- Supplier safety file plan document must have all the personnel working on site and safety meeting frequency.
- Procedures to ensure safety hazards are identified through proper planning and continuous monitoring.
- Preparation of risk assessments to identify hazards and the control measures to be used to eliminate or reduce the risk
- Emergency procedures and first aid
- Housekeeping
- Basic personal protective equipment; compliance with PetroSA requirements
- Accident / incident reporting
- COVID compliance file according to PetroSA requirements

The Supplier shall describe in this plan how they will comply with environmental regulations of PetroSA.

1.8 CHANGES TO THE SCOPE OF SERVICES

The scope of the Services shall be subject to changes by additions, deletions or revisions thereto by PetroSA. The Supplier shall be advised of any such changes by written notification from PetroSA describing the change. The Supplier shall promptly perform and strictly comply with each such change when so instructed by PetroSA. Any extra services resulting from such changes will be charged at the Supplier's normal or agreed rates.