



DRAFT

Company

Attention: Name

Dear Sir/Madam,

ACCEPTANCE AGREEMENT (CONTRACT NO:)

ENQUIRY NO: CTT26142

**DESCRIPTION: SERVICING AND MAINTENANCE OF LIFTING EQUIPMENT FOR
PetroSA IN MOSSEL BAY**

This Acceptance Agreement (“Agreement”) serves to confirm PetroSA’s award of the abovementioned tender to **Company**. This Agreement, together with all the annexures attached hereto, constitutes a contract between PetroSA and **Company** for a period of **three (3) years** with effect from **25 July 2025** (“the Effective Date”). The Standard Terms and Conditions for PetroSA Rev 03 (Part I and Part II - Section A and Section B), attached hereto as Annexure “B” shall be applicable to this Agreement. The scope of service, with special conditions and pricing are set out in the Transaction Document annexed hereto and marked as “Annexure A”.

Each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

The several documents forming the Agreement shall be taken as mutually explanatory of one another, provided that in the case of ambiguity or discrepancy the order of priority shall be:

- (i) Acceptance Agreement;
- (ii) The Standard Terms and Conditions for PetroSA Rev 02 - (Annexure “B”);
- (iii) Transaction Document (Annexure “A”);
- (iv) **Minutes of bid clarification/pre-award meeting dated;**
- (v) BEE Commitments (Annexure “C”);

- (vi) PetroSA's enquiry document CTT25450, dated....; and
- (vii) **Company's** tender/proposal submission dated

Please note that it is incumbent upon **Company** to forward to PetroSA the Agreement signed on behalf of **Company** within **seven (7)** days of receipt hereof. Failing which, PetroSA shall solely have the right solely to withdraw the Agreement forthwith, without incurring any liability whatsoever.

ADDRESSES AND NOTICES

Each party chooses, for the purposes of all notices in terms of this Agreement and the serving of any process, its domicilium citandi et executandi address as follows:

- 1. PetroSA : **PetroSA**
 151 Frans Conradie Drive Private Bag X5
 Parow Parow
 7500 7499
 Republic of South Africa Republic of South Africa

 Tel: +27-21-9293000
 Fax: +27-21-9293199
 Email:

- 2. The Supplier:

 Tel:
 Fax:
 E-mail:

- 3. All notices and other communications required, permitted, or desired to be given hereunder must be in writing and sent by registered or certified mail (return receipt requested), or by courier or overnight delivery, with all postage or charges fully prepaid, or by hand delivery, facsimile transmission or by electronic mail. The date of service by mail or hand delivery is the date on which such notice or other communication is received by the addressee, or if by facsimile or electronic mail, receipt of notice or communication shall be the date the facsimile or electronic mail is sent. Provided however, if such date is not a business day, then the date of notice or communication shall be the next succeeding business day. Each party may change its address by notifying the other party in writing at least fourteen (14) days prior to the effective date of such change of address.

Please sign (and where applicable initial) both sets of originals of this Agreement as acceptance of its contents and return one original set to PetroSA for the attention of **Latiefa Rinquest** within **seven (7)** days of receipt hereof.

Witnesses:

For and on behalf of: PetroSA
Tsiea Morojele
Acting Vice President: Operations

Procurement

Legal

ACCEPTED:

For and on behalf of: <COMPANY>
Relevant Signatory Name:
Designation:

Date

Witnesses:

1. _____

2. _____

ANNEXURE “A”

TRANSACTION DOCUMENT

Service Order

1. SCOPE OF WORK

1.1 SERVICES

Refer to document marked “Scope of Work”, attached hereto as Annexure “A1”.

1.2 WORKING HOURS

Refinery

Normal working hours are as follows:

- Monday to Friday: 08:00 to 16:30 - with half hour lunch break
- Saturday & Sunday: Normal day off.

PetroSA operates a Time and Attendance system to determine the Supplier’s billable hours. The Supplier shall be briefed in regard the workings thereof. Should the Supplier question or dispute any Time and Attendance record issued by PetroSA, the Supplier undertakes to advise PetroSA in writing within seven (7) days from date of issue of such record. **[Applicable to contracts paid on an hourly basis]**

FA Platform

Working hours will be as follows:

- Monday to Sunday: 12 hours per day
- Meals and tea breaks to coincide with FA Platform Maintenance Dept.
- Working hours will be 14 off 12 hour shifts in a four week cycle and shall mean all the days of the week, including Saturdays, Sundays and Public Holidays.
- Any time worked in excess of 12 hours per shift shall be considered as overtime. Such overtime hours may only be worked with the express permission of the Offshore Installation Manager.

1.3 SAFETY EQUIPMENT AND APPAREL

The Supplier shall ensure that all its personnel engaged in the performance of the Services are provided as a minimum with the following safety equipment/apparel in good condition:

- Safety shoes/boots
- Overall with long sleeves
- Hard hat

- Rain suit
- Safety gloves
- Hearing protection
- Safety glasses
- Safety harness

The Supplier shall supply any additional safety equipment/apparel required for the safe execution of the Services.

All safety equipment/apparel shall bear the SABS mark and be approved by the PetroSA Safety Department.

PetroSA will supply free of charge to the Supplier any additional safety equipment/apparel to satisfy specific area safety requirements. This safety equipment/apparel will remain the property of PetroSA and any damage as a result of abuse, neglect, misuse, etc. will be for the account of the Supplier.

1.4 ACCOMMODATION & TRANSPORT

No accommodation or transport will be provided by PetroSA. The Supplier shall be responsible for making its own arrangements regarding accommodation and meals and will be responsible for providing transport to its personnel to and from the PetroSA Works. No costs will be refunded by PetroSA.

PetroSA shall transport, at its own cost, the Supplier's personnel who will be working on the FA Platform/ORCA in accordance with the scope of work specified herein, from the heliport at the George Airport to the Platform.

The Supplier shall deliver all materials, tools and equipment necessary for this assignment to the Main Warehouse at PetroSA's GTL Refinery site Mossel Bay from where PetroSA will transport it to the FA Platform/ORCA. The cost of the transport will be borne by PetroSA.

The Supplier shall be responsible for all costs in relation to transport of personnel, tools, equipment and materials to and from the Heliport and PetroSA's Main Warehouse at Mossel Bay.

The current flight schedule from the heliport follows, but is subject to change from time to time. PetroSA shall advise such changes timeously.

DAY	FLYING FROM	CHECK-IN TIME (one hour before departure)	DEPARTURE TIME
TUESDAY	HELIPORT - GEORGE	08:00	09:00
WEDNESDAY	HELIPORT - GEORGE	08:00	09:00
THURSDAY	HELIPORT - GEORGE	08:00	09:00

No accommodation will be provided by PetroSA other than on the FA Platform/ORCA. The Supplier shall be responsible for making its own arrangements regarding accommodation when not accommodated on the FA Platform. This will be for the cost of the Supplier.

2. PRICING

2.1 GENERAL

No payment or reimbursement shall be due by PetroSA to the Supplier unless otherwise specifically provided for in this Agreement.

The Supplier's rates are fully inclusive of all the Supplier's costs and expenses for rendering the Services pursuant to this Agreement, including protective and safety clothing, mobilisation and demobilisation costs, compliance with laws, including but not limited to, the Supplier's portion of any employee insurance and social security benefits, payroll and income taxes, levies, premiums for insurance and all other contributions and benefits and the costs to the Supplier for its personnel, unless otherwise specifically provided for in this Agreement.

The Supplier shall pay for any Offshore Survival Courses as they fall due for all personnel sent offshore to perform the Services unless otherwise specifically provided for in this Agreement.

2.2 SCHEDULE OF RATES

Compensation to the Supplier for the full and complete performance of the Work and compliance with all the terms and conditions of the Agreement shall be in accordance with the Rates below: **[Tenderer to insert its rates in the schedule below]**

DESCRIPTION	UNIT OF MEASURE	RATE/hr (Rands)
LABOUR		
Onshore:		
Lifting Machinery Inspector	per hr	
Lead Technician	per hr	
Technician	per hr	
Assistant	per hr	
Offshore:		
Lifting Machinery Inspector	per hr	
Lead Technician	per hr	
Technician	per hr	
Assistant	per hr	
INSPECTION, SERVICING AND CERTIFICATION OF CRANES		
Overhead Cranes		
10 Ton Demag EKDH (Electrical)	each	
5 Ton x 9m span Demag DG-EOTC	each	
15 Ton x 6,25 span Demag DG-EOTC	each	

25/5 Ton x 20m span Demag DG-EOTC	each	
10 Ton x 14,4m span Demag DG-EOTC	each	
No 3 40/5 Ton x 18m span Davy Morris	each	
25/5 x 12m span Davy Morris	each	
No 2 50/10 Ton x 30,7m span Davy Morris	each	
10 Ton x 18m span Davy Morris	each	
National oil well Pedestal crane		
32000 kg crane	each	
Crane pendant - 16000 kg	each	
Crane pendant - 35200 kg	each	
Crane main block - 16000-35200Kg	each	
Winches		
Air winch - 1500 kg	each	
Winch wire ropes - 2652 kg	each	
Derrick winch	each	
Mobile Cranes		
95 Ton P & H Hydraulic	each	
51 Ton P&H Hydraulic	each	
25 Ton Grove Hydraulic	each	
11320 American Crawler	each	
31 Ton TADANO	each	
LOAD/DEFLECTION TESTING WITH NDT AND CERTIFICATION OF CRANES AND OTHER EQUIPMENT		
Overhead Cranes		
10 Ton Demag EKDH (Electrical)	each	
5 Ton x 9m span Demag DG-EOTC	each	
15 Ton x 6,25 span Demag DG-EOTC	each	
25/5 Ton x 20m span Demag DG-EOTC	each	
10 Ton x 14,4m span Demag DG-EOTC	each	
No 3 40/5 Ton x 18m span Davy Morris	each	
25/5 x 12m span Davy Morris	each	
No 2 50/10 Ton x 30,7m span Davy Morris	each	
10 Ton x 18m span Davy Morris	each	
Mobile Cranes		
95 Ton P & H Hydraulic	each	
51 Ton P&H Hydraulic	each	
25 Ton Grove Hydraulic	each	
11320 American Crawler	each	
31 Ton TADANO	each	
Hoists (Air/Electric Suspended from Mono Rails)		
0 – 5000kg	each	

5000kg and above	each	
Chain Blocks		
0 to 3 000kg	each	
3 001 to 6 000kg	each	
over 6 000kg	each	
Lever Hoists etc		
0 to 3 000kg	each	
3 001 to 6 000kg	each	
over 6 000kg	each	
Tirfor Pulling Machine		
SWL 1 600kg	each	
SWL 3 000kg	each	
Shackles - Bow & Safety		
0 to 9 500kg	each	
9 501 to 12 000kg	each	
12 001 to 25 000kg	each	
25 001 to 55 000kg	each	
55 001 to 85 000kg	each	
Snatch Blocks		
0 to 3 000kg	each	
3 001 to 6 000kg	each	
over 6 000kg	each	
Beam Clamps		
0 to 3 000kg	each	
3 001 to 6 000kg	each	
over 6 000kg	each	
Web Slings	each	
0 to 3 000kg	each	
3 001 to 6 000kg	each	
over 6 000kg	each	
Wire Rope Slings		
0 to 3 000kg	each	
3 001 to 6 000kg	each	
6 001 to 12 000kg	each	
12 001 to 20 000kg	each	
over 20 000kg	each	
Cargo Nets		
0 to 1 000kg	each	
Safety Apparatus		
Carabiners	each	
Safety harnesses	each	
Safety harness lanyards	each	
Containers		
0 to 2 000kg	each	
2 100 to 5 000kg	each	
5 100 to 8 000kg	each	
8 000 to 10 000kg	each	
Shutdown Containers	each	
Rigging Loft		

Beam clamp 1000 - 5 000Kg	each	
Web sling 1 000 - 15 000Kg	each	
Snatch block 3 000- 8 000Kg	each	
Tirfor pulling machine 3 200 Kg	each	
Tirfor rope 1 600-3 200Kg	each	
Beam trolley 1 000-5 000Kg	each	
Chain block 1 000 - 10 000Kg	each	
Lever hoist 750Kg - 3 000Kg	each	
Wire rope sling 1000Kg - 46 000Kg	each	
Screw pin bow shackle 2000 - 25 000Kg	each	
Inertia reel 250Kg	each	
Valve workshop		
Beam clamp 1 000 kg -10 000 Kg	each	
Beam crawl 1 000 kg- 3 000 Kg	each	
Air hoist 500 Kg	each	
Runway beam 1 000Kg	each	
4 Wheel trolley 1 000-3 000Kg	each	
Pallet truck 2 500Kg	each	
Hoists & Monorails		
5000 kg Capacity (majority)	each	
Davit Arms (including inspection prior to test)		
100kg SWL	each	
120kg SWL	each	
200kg SWL	each	
230kg SWL	each	
250kg SWL	each	
300kg SWL	each	
350kg SWL	each	
370kg SWL	each	
400kg SWL	each	
480kg SWL	each	
500kg SWL	each	
600kg SWL	each	
650kg SWL	each	
800kg SWL	each	
850kg SWL	each	
1000kg SWL	each	
Davits		
Life raft davit and wich 1 600Kg	each	
Lifeboat davits and winch 6 000Kg	each	
Lifeboat wire falls (ropes) 6 000Kg	each	
Life raft davit wire falls (ropes) 1600Kg	each	
Lifeboat work pendant 6 000Kg	each	
Inertia Reels		
Inertia Reels 250Kg	each	
Spreader Beams		
Spreader beam (0 - 20T)	each	

Spreader beam >20T	each	
Fixed runway beams		
500 kg - 6500 kg	each	
Mobile Lifting Equipment		
Telelifts 4 000 Kg	each	
Forklifts 4 000Kg- 15 000 Kg	each	
Cherry Pickers 275Kg	each	
Aerial Platform 2 000Kg	each	
Mobile Lift in Garage 3 000- 6 800 Kg	each	
Bull dog 250Kg	each	
Chain Slings		
0 to 3 000kg	each	
3 001 to 6 000kg	each	
6 001 to 12 000kg	each	
12 001 to 20 000kg	each	
over 20 000kg	each	
Eye Bolts		
0 to 9 500kg	each	
9 501 to 12 000kg	each	
12 001 to 25 000kg	each	
25 001 to 55 000kg	each	
55 001 to 85 000kg	each	
Pad eyes		
750 kg – 20 000 kg	each	
Lifting Frames		
0 to 2 000kg	each	
2 001 to 5 000kg	each	
5 001 to 8 000kg	each	
8 001 to 10 000kg	each	
> 10 000kg	each	
Miscellaneous Lifting Equipment		
Rope Ladders 300Kg	each	
Skate Trolley 3 750Kg	each	
Turn Buckle 2 000-10 000Kg	each	
Plate Grabs 1 000Kg	each	
Drum Lifter 500Kg	each	
Crawler Beams 1 000Kg	each	
A Frames 3 000Kg	each	
Hoppers 1 000Kg	each	
Tripods 3 000Kg	each	
Pallet Jacks 2 500Kg	each	
4 Wheel Trolley 2000Kg	each	
Hydraulic Floor Cranes 2 000Kg	each	
Pipe Clamps 1 000Kg	each	
Moving System 5 000Kg-10 000Kg	each	
Hydraulic Jack 10 000Kg	each	
Manlift 250Kg	each	
Lift Baskets 1 000Kg	each	
Man Cages 270 Kg	each	

Work Boat Davit Lifting Baskets 3 000Kg	each	
Work Boat Davit Man Cages 1 000Kg	each	
Tuff Bag Lifter 1 000 Kg	each	
Gas Rack 1 500Kg - 3 000Kg	each	
Lifting Beams 1 000Kg- 20 000Kg	each	
Half Heights (Half Containers) 10 000- 20 000Kg	each	
Transit Slings 2 600Kg	each	
Rigging equipment replacement	each	
Chain blocks 1.5T x 8m	each	
Chain blocks 2T x 6m	each	
Chain blocks 1T x 8m	each	
Chain blocks 3T x 8m	each	
Chain blocks 5T x 8m	each	
Lever hoists 750Kg x 3m	each	
Lever hoists 750Kg x 3m	each	
Shackles 3.25T	each	
Shackles 9.50T	each	
Shackles 4.75T	each	
Shackles 6.50T	each	
Shackles 8.50T	each	
Shackles 13.50T	each	
Shackles 17T	each	
WRS Slings soft eye 1500T	each	
WRS Slings soft eye 7000 T	each	
WRS Slings soft eye 2600 T	each	
WRS Slings soft eye 1500T	each	
WRS Slings soft eye 2600 T	each	
WRS Slings soft eye 4300T	each	
WRS Slings soft eye 1500T	each	
WRS Slings soft eye 4300 T	each	
WRS Slings soft eye 2600 T	each	
Webbing sling duplex 6T	each	
Webbing sling duplex 5T	each	
Webbing sling duplex 2T	each	
Webbing sling duplex 10T	each	
Webbing sling duplex 10T	each	
Personnel Transfer Baskets 300Kg	each	
Wheel Trolleys 1000- 3000Kg	each	
High Mast Light Winch 250Kg	each	
Snatch Blocks -2000kg Liferaft davit	each	
Lifeboat frame - 6000 kg	each	
Aviation fuel tank 3000Kg	each	
Turbine lube oil tank 3000Kg	each	
Valve workshop container 15 000Kg	each	
Diesel Mech workshop container 15 000Kg	each	

2.3 REIMBURSABLE HOURLY RATES

- 2.3.1 Reimbursable hourly rates will be deemed to include the employee’s salary, payroll burdens, secretarial services, stationery, rental, postage, telephones, fax machines, etc.
- 2.3.2 Notwithstanding the provisions of sub-clause 2.3.1 above, the rates will also include the management fee consisting of general overheads and profit, but exclude disbursement items as listed under sub-clause 2.3.3 below.
- 2.3.3 The invoices for the Reimbursable Hourly Rates shall be supported by PetroSA approved time sheets comprising an overall summary on a separate sheet for each employee of the budgeted hours versus the expended work hours.

2.4 DISBURSEMENTS (ONLY APPLICABLE IN THE EVENT OF ADDITIONAL SERVICES REQUESTED AND APPROVED BY PetroSA)

- 2.4.1 The Supplier shall make arrangements and settle all travel and accommodation requirements. PetroSA will reimburse the Supplier in accordance with the stipulations of this sub-clause 2.4.
- 2.4.2 Disbursements will be invoiced at cost with no mark-up.
- 2.4.3 Invoices for disbursements will have attached supporting documentation.
- 2.4.4 All travel arrangements to be approved by the PetroSA Project Manager prior to making arrangements for the trip.
- 2.4.5 Disbursement costing will be based on the rates per the table below:

DISBURSEMENTS

Accommodation (bed & breakfast, meals and parking). Refer to National Treasury Instruction No. 04 of 2017/2018, Annexure D – Maximum Allowable Rates for Domestic Accommodation and Meals	At cost. Max as per latest rates published. 3 Star accommodation.
Air Travel Local and Foreign (Economy Class)	At cost
Car Hire (Class B or an equivalent class)	At cost
Other Public Travel, airport parking, etc	At cost
Motor Vehicle Travel (in accordance with latest SARS simplified method for distances less than 12 000km)	R4.84/km
Daily allowance for local overnight full day trip (Tenderer to insert rate)	R

2.5 MATERIALS/SPARES

- 2.5.1 Material rates include for all direct and indirect taxes, delivery costs to site, etc. All materials purchased by the Supplier on behalf of PetroSA will be reimbursed to the Supplier at actual cost plus __%, which materials shall remain the property of PetroSA.

2.5.2 PetroSA reserves the right to supply materials required.

2.5.3 No payment will be made for incorrect, inferior or rejected materials.

2.6 PRICING BASIS

All rates and prices in this Agreement shall be fixed and firm for a period of one year from the date of commencement of this Agreement, and thereafter will be subject to an annual adjustment on the basis of the CPI.

It is the responsibility of the Supplier to request price adjustments to be done prior to the anniversary date.

2.7 VAT

All rates are exclusive of VAT. VAT at the rate applicable at the time of performing the relevant service is to be added to the total net amount shown on the tax invoice.

2.8 TERMS OF PAYMENT

2.8.1 Original invoices and monthly statements are to be sent to:

PetroSA
Private Bag X5
PAROW
7499

Attention: Creditors Department

by the end of a calendar month. Invoices shall only be considered for payment when accompanied by originals of the supporting documentation signed by the authorised PetroSA representative and the invoice has been approved for payment.

PetroSA's Purchase order number/s and Contract Number:
_____ must be quoted on the invoice.

PetroSA's VAT No. 4320103502, must be stated on the invoice.

2.8.2 Copy invoices may be sent directly to the Contract Administrator or other PetroSA representative in order to expedite approval.

2.8.3 Payment will be made within thirty (30) days to the Supplier after receipt and approval of its invoice.

2.8.4 PetroSA may make corrections or modifications to any invoice, which had been issued to PetroSA and shall have the right to withhold certification in respect of any part of the Services, which has not been carried out to its satisfaction.

2.8.5 All monies paid by PetroSA for and on behalf of the Supplier, or any other monies for which the Supplier may become liable to PetroSA in terms of this Agreement, or otherwise, may be deducted by PetroSA from any monies due, or to become due to the Supplier and/or may be recovered from the Supplier by whatever means deemed feasible.

2.9 TAXES

All amounts payable in terms of this Agreement exclude VAT but are inclusive of all other costs, and no contributions, levies, imposts, duties or the like shall be payable by PetroSA.

3. SPECIFIC CONDITIONS

3.1 GENERAL REQUIREMENTS

The requirements to be observed by the Supplier for the duration of this Agreement are detailed in the "General Requirements for Suppliers Working in the PetroSA Works (See Annexure "B1")" / on the F-A Gas Production Platform (See Annexure "B2")" which forms an integral part of this Agreement and with which the Supplier acknowledges having acquainted itself.

3.2 PERFORMANCE BOND / SURETY

Within seven (7) days of being called upon to do so, the Supplier shall, by way of suretyship for due fulfilment of the Agreement, provide PetroSA in such form as PetroSA may approve, security to the extent of ten percent (10%) of the total Order Price. Such suretyship in the form of a bank guarantee or a guarantee from an approved insurance company shall be supplementary to and not in substitution of the rights of PetroSA under the Agreement and shall be binding notwithstanding any variations, alterations, directions or extensions to the date of completion which may be made, given, conceded or agreed to under the Agreement. The guarantee will be released by PetroSA for cancellation at the date of the expiry of the maintenance period.

If PetroSA shall consider itself to be entitled to any claim under the bond or surety it shall forthwith so inform the Supplier specifying the default upon which it relies. Should the Supplier fail to remedy such default, within a reasonable period of time after receipt of such notice, PetroSA shall be entitled to require the said bond or surety to be forfeited to the extent of the loss or damage incurred by reason of the default.

If the Agreement provides for taking over of the Works in sections, as each such section is taken over the bond or surety may, at PetroSA's sole discretion, be reduced proportionately.

3.3 MAINTENANCE PERIOD

The Supplier shall carry out all required maintenance work, including work necessary to remedy defects or deficiencies found and ordered by the Engineer

during a period of twelve (12) months after the issue of a Certificate of Acceptance. PetroSA shall pay the Supplier for such work in accordance with Clause 2 of this Transaction Document, except in the case of work rendered necessary owing to defective materials, equipment and workmanship, the cost of which shall be borne by the Supplier. Should any part of the Works be put into service before the whole of the Works then the Maintenance Period as specified above shall apply from the date that such part has been put into service. PetroSA shall notify the Supplier of such effective date.

ANNEXURE “A1”
SCOPE OF WORK

ANNEXURE “B”

PetroSA STANDARD TERMS AND CONDITIONS

ANNEXURE “B1”

General Requirements for Suppliers Working in the PetroSA Works

ANNEXURE “B2”

General Requirements for Suppliers on the F-A Gas Production Platform

ANNEXURE "C"
BEE COMMITMENTS