

Contract Handover

ONLY for contracts valued **LESS** than
5,000,000 USD

Eni Pakistan

| | | | |
|--|---|---|--|
| Contract number | 5000014391 | Contractor & Contractor Representative Contact details | Azam Enterprises Plot # F-34/I, Block – 9, Scheme – 5, Clifton, Karachi – Pakistan Sheraz Arshad (Director Sales & Marketing/Owner) Email:sales_khi@azamtelesources.com Tel. # (92-21) – 35371621-23 |
| Contract Holder | ICT Manager | Subject | Repair and Maintenance of VHF Radio & communication tower |
| Contract Type | Blanket Order – <i>with no minimum guaranteed value</i> | Administrative Value | PKR 8,091,000 /- equivalent to USD 59,492.65 |
| Effective Date | 1-January-2019 | Expiry Date | 31-December-2021 |
| Commencement Date | As per 1 st call-order date | | |
| Extension Options | Yes | Notice | <i>None</i> |
| Bank Guarantees or Performance Guarantees to be Provided | | | N/A |
| Insurances | As per Original Blanket Order Art.(14) | | |
| Compensation Scheme | Refer to Appendix A – Compensation Schedule. | Payment terms | net 60 days from date of valid invoice(s) in COMPANY's Finance Dept. |
| Penalties / Liquidated Damages | As per Original Blanket Order Art.(15) | | Tick as Applicable: <input checked="" type="checkbox"/> FORM OF AGREEMENT <input type="checkbox"/> Special Conditions (<i>where applicable</i>) <input type="checkbox"/> General Terms Conditions <input checked="" type="checkbox"/> Appendix "A" – "Compensation and Method of Application" Spares Price List <input type="checkbox"/> Appendix "B" – "Price Schedule/Price List" (<i>where applicable</i>) <input type="checkbox"/> Appendix "C" – "Specimen copy/ies of Advance Payment Bank Guarantee, Performance Bond or Parent Company Guarantee" (<i>where applicable</i>) <input checked="" type="checkbox"/> Appendix "D" – "Scope of Work and Technical Specification" <input checked="" type="checkbox"/> Appendix "E" – "HSE-CR Requirements" <input type="checkbox"/> Appendix "E1" – "Checklist for verification of HSE Plan" <input type="checkbox"/> Appendix "F" – "Quality Requirements" (<i>where applicable</i>) <input checked="" type="checkbox"/> Appendix "G" – "Security Guidelines" <input type="checkbox"/> Appendix "H" – "Contract Coordination Procedure/Variation Procedure" (<i>where applicable</i>) |
| Subcontracting <u>Note for User:</u> Cascade subcontracting and total subcontracting not allowed Contract Holder to maintain subcontractor register and submit PRO copy of technical approval of any subcontractor | Not Applicable | List of Contract Documents | |
| Delivery Terms | As per 1 st call-order date | Location | Bhit Gas Plant and Karachi Office |

Contract Handover

Eni Pakistan

Contract was handed over from PRO to Contract Holder on: 28-December-2018

| | | | |
|--------------------------------|------------------|--|-------------------|
| Buyer's Name & Signature | Suman Khalid | | Comments (if any) |
| Team Leader's Name & Signature | Khalil ur Rehman | | |
| C&P Manager's Name & Signature | Renato Malacarne | | |
| HSE Manager's Name & Signature | Samir Wasim | | |

Contract Holder Acceptance

Contract Holder Roles and Responsibilities

I hereby acknowledge that I have read and accept the role and responsibilities as a Contract Holder/Administrator below for all contracts used, under my authority as a requesting unit, relating to the procurement of goods and services. A Contract Holder/Administrator has responsibility to manage the contract, including communication with the Contractor as necessary to ensure it is satisfactorily performed, and undertaking responsibility for the following:

Contract Holder Representative:

Date: 25/11/19
IRFAN ZULFIQAR
Regional ICT Manager
(RECA & REFA)
Sign: _____
Eni Pakistan Limited

Name, Dept.

General:

- Raise Call-Off Orders and Delivery Orders in a timely manner before the start of the activities
- Monitor contract expiry date and financial validity and ensure timely action (minimum 3 months before expiry and before reaching 80% of AV), if the duration or financial validity of the contract requires enhancement.
- Monitor progress of the contract, incl. time frame, costs and performance to ensure compliance with contract and project budget.
- Analyze Contractor deliverables and work progress measured against contracts.
- Verify that HSE requirements are adhered to
- Ensure implementation of Contractor management plans and procedures in compliance with the contract.
- Conduct the evaluation of Contractor management practices and deliverables.
- Continually review contracts regarding their effectiveness and in case of ongoing call-off contract continually review to ensure that present service is in line with that originally contemplated.
- Maintain subcontractors register and sub-contractors performance
- Ensure that Supplier/Contractor is complying with Insurance Requirements laid down in the Contract
- Ensure that Supplier/Contractor is complying with Bank or Parent Company Guarantees laid down in the Contract
- File all the documentation concerning the Contract Management that, when required, shall be at disposal of Control Unit (internal and or external)

Administrative:

- Sign all correspondence to Contractor/Supplier
- Perform final inspection and acceptance of all work required under the contract.
- Certify acceptance of deliverable of goods and services rendered by Contractor.
- Approve all invoices in a timely manner in accordance with the clause stipulated in the contract.

Expediting and Inspection:

Be responsible for ensuring that the inspection and expediting function is carried out effectively

Feedbacks

Prepare and submit to Procurement Department FEEDBACK (yearly and at end of contract) reports on contractor performance analysis which covers the following matters:

- Late Delivery
- Quality of supplied goods and services
- HSE
- Completion of delivery or work
- Any non-compliance

Close-Out

Initiate and coordinate the Contract Close Out after Contract work/ Services completion (for contracts > 5,000,000 US\$)





Blanket Order - 5000014391

Eni Pakistan Limited

5th Floor, The Forum, G-20
Block-9, Khayban-e-Jami, Clifton
Karachi-75600, Pakistan
UAN number 111-111-ENI (111-111-364)
PABX : (92-21) 35879951
Fax :(92-21) 35838394-5

445430 - AZAM ENTERPRISES
Street: 504-5TH FLOOR JAPAN PLAZA M A JINNA
KARACHI
Pakistan

General Data:

Information

Description: Repair and Maintenance of VHF Radio & co

Supplier: 445430 - AZAM ENTERPRISES

Payment Term: 60 days invoice date

Buyer: Suman Khalid

Valid From/To: Jan 1, 2019 - Dec 31, 2021

Contract Manager Name: Irfan Zulfiqar (Regional ICT Manager)

Contract Manager Unit: PNI

Revision Number: 00

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BLANKET ORDER INCLUDES ALL OF THE FOLLOWING PAGES



Object

Repair and Maintenance of VHF Radio & communication tower

Form of Agreement

With reference to your offer, **Eni Pakistan Limited** a corporation existing under the laws of England and having its principal place of business at 5th Floor, The Forum, G-20, Block-9, Khayaban-e-Jami, Clifton, Karachi - 75600, Pakistan (hereinafter referred to as "**COMPANY**") hereby award you **Azam Enterprises**, a corporation existing under the laws of Pakistan and having its principal place of business at Plot # F-34/I, Block - 9, Scheme - 5, Clifton, Karachi - Pakistan (hereinafter referred to as "**CONTRACTOR**") the CONTRACT (hereinafter referred to as "the CONTRACT") covering the subject at the following terms and conditions.

1. DEFINITIONS AND INTERPRETATION**1.1. The following definitions when capitalized shall apply to this CONTRACT:**

"APPLICABLE LAW" means any treaty, law, decree, order, regulation, decision or other document that has legal force according to the terms of any system of law, including, without limitation, local law, the laws of any other state or part thereof or international law, and which creates or purports to create any requirement or rule that may affect, restrict, prohibit or expressly allow the terms of this CONTRACT or any activity contemplated or carried out under this CONTRACT.

"COMPANY GROUP" means:

- a) COMPANY and its affiliates
- b) any parties to a joint venture agreement under which COMPANY is entering the CONTRACT;
- c) COMPANY's contractors (other than CONTRACTOR) and their subcontractor; and
- d) the directors, officers, employees, consultants, advisors and agents of any legal entity listed in this definition other than CONTRACTOR,

"CONSEQUENTIAL LOSS" means any indirect, special or consequential losses and/or loss of production, loss of profit or anticipated profit, loss of revenue or anticipated revenue, business interruption, loss of use of facilities, loss of contract or other business opportunity, arising from or related to the performance of the CONTRACT.

"CONTRACT PRICE" means the amounts of any compensation to be paid by COMPANY for the performance of the SERVICE in accordance with the provisions of the CONTRACT.

"CONTRACTOR GROUP" means:

- a) CONTRACTOR and its affiliates;
- b) the participating companies in any joint venture with CONTRACTOR supplying the SERVICE;
- c) SUBCONTRACTORS; and
- d) the directors, officers, employees, consultants, advisors and agents of any legal entity listed in this definition.

"FORCE MAJEURE" means in respect of either PARTY, any event or occurrence whatsoever beyond the reasonable control of that PARTY, which delays, prevents or hinders that PARTY from performing any obligation imposed upon that PARTY under this CONTRACT, including inter alia, to the extent such event or occurrence shall delay, prevent or hinder such PARTY from performing such obligation, war (declared or undeclared), terrorist activities, acts of sabotage, blockade, fire, national strikes (excluding those limited to CONTRACTOR GROUP), riots, insurrections, civil commotions, quarantine restrictions, epidemics, earthquakes, landslides, avalanches, floods, hurricanes, explosions and regulatory and administrative or similar actions or delays to take actions of any governmental authority.

"GROSS NEGLIGENCE" means any act or failure to act (whether sole, joint or concurrent) by any person or entity which was in reckless disregard of or wanton indifference to, harmful, avoidable and reasonably foreseeable consequences.

"INDEMNIFIED COSTS" means any and all losses, damages, liabilities, claims, demands, actions, proceedings, payments, costs, expenses (including with no limitation legal costs, tribunal experts' and investigative fees), fines, penalties and interest.

"PARTY" means either COMPANY or CONTRACTOR and the expression "PARTIES" shall be construed accordingly.

"SERVICE" means works, services, materials and all the activities to be provided by CONTRACTOR under the CONTRACT, as is more fully described therein.



"SUBCONTRACTOR" means any person, including any vendor or supplier, with whom CONTRACTOR has entered into any contract to provide such part of the SERVICE as detailed in the scope of work of the CONTRACT.

"TAXES" means any tax, national or local, levied or charged by any authority empowered to levy taxes, in relation to the performance of this CONTRACT including, but not limited to, profit tax, excess profit tax, withholding tax, income tax (whether in relation to physical or legal persons), value added tax, capital gains tax, any duty, including all customs duties and fees and all import and export taxes and duties, tariffs, transport tax, vehicle tax, sales tax or other ad valorem or consumption tax, stamp duty, equity or capital stock tax, foreign exchange tax, commission fee or duty, employee social security contributions or taxes, payroll and employment taxes, registration duties or taxes, environmental taxes or payments, any levy, fixed rental payment or any other rental or real estate tax including land lease payments, land tax and any land use compensation payment, impost, charge, fee or compulsory contribution, penalty, fine, or interest for late payment.

"THIRD PARTIES" means any person other than a member of CONTRACTOR GROUP or COMPANY GROUP.

"WILFUL MISCONDUCT" means any act or failure to act (whether sole, joint or concurrent) by any person or entity which was in wilful disregard for harmful, avoidable and reasonably foreseeable consequences.

"VAT" means "value added taxes" or similar taxes which apply or may from time to time be introduced, which shall be imposed in accordance with the relevant legislation in force at the time of making the supply and/or provision of the SERVICE.

- 1.2. Words importing the singular include the plural and vice versa where the context so requires.
- 1.3. References to Articles and Appendices are references to Articles and Appendices in this contract.
- 1.4. Unless specifically stated otherwise, all references to days shall mean calendar days.
- 1.5. For the purposes of this contract, the terms "CONTRACT" and "AGREEMENT" are synonyms, the terms "SUPPLIER" and "CONTRACTOR" are synonyms.

2. THE CONTRACT

The following documents (herein together called the "CONTRACT") constitute the entire agreement between the PARTIES with respect to the SERVICE and supersede all prior correspondence, negotiations, agreements or understandings, either written or oral, between the PARTIES:

- This form of agreement
- Blanket Order
- Appendix "A" - "Compensation and Method of Application"
- Appendix "D" - "Scope of Work and Technical Specification"
- Appendix "E" - "HSE-CR Requirements"
- Appendix "G" - "Security Guidelines"

In the event of any conflict between the above documents, precedence shall be established in the order listed.

3. CONTRACT DURATION AND OPTIONS TO EXTEND

- 3.1 This CONTRACT shall become effective on the date of execution of the Contract (the "EFFECTIVE DATE") which shall be deemed to be the day the second party executes the same and shall continue in full force and effect for a period of 36 months, subject to termination in accordance with the terms of the CONTRACT.
- 3.2 CONTRACTOR shall commence the provision of the SERVICE in accordance with the CONTRACT in the **Repair & Maintenance of VHF Radio Communication Tower** shall thereafter proceed with the SERVICE with due expedition and without delay, for a period of 36 months in accordance with this CONTRACT.
- 3.3 CONTRACTOR acknowledges that the performance of the SERVICE is time critical and shall not assign to other works a priority which affects or interferes with the start, finish or timely performance of each part of the SERVICE in accordance with this CONTRACT.
- 3.4 COMPANY may extend the CONTRACT for 12 additional months, under the same terms and conditions as set forth herein, by giving written notice to CONTRACTOR at least 15 days before the expiration of the CONTRACT.



4. KICK OFF MEETING

The PARTIES agree that a "Kick-off meeting" will be held, at a location and date designated by COMPANY, between COMPANY and CONTRACTOR within ten (10) days from the EFFECTIVE DATE, during which the PARTIES will clarify all operational/technical/quality related aspects relevant to the performance of the SERVICE.

5. SCOPE OF WORK

- 5.1. The PARTIES agree that in consideration for the payments to be made by COMPANY under the CONTRACT, CONTRACTOR hereby covenants to execute diligently and complete **Repair & Maintenance of VHF Radio Communication Tower** as is more fully described in the CONTRACT (the "SERVICE") in accordance with the provisions of the CONTRACT.
- 5.2. No minimum work commitment is guaranteed by COMPANY. The performance of any SERVICE under the CONTRACT will be requested in writing by COMPANY to CONTRACTOR by a written Work Order, signed by COMPANY Representative which shall be the only document which formally authorizes CONTRACTOR to perform any one of the SERVICE. The Work Order shall specify the particulars of performance of the SERVICE and contain all the information needed by CONTRACTOR to identify the nature of the SERVICE, any commencement and completion dates, deliverables requested, as well as all reference documents and specifications for the performance of the SERVICE and shall state any additional HSE and Quality requirements to be met.

6. COMPLIANCE WITH LAW, PERMITS AND AUTHORIZATIONS

- 6.1. CONTRACTOR shall comply with, and shall ensure that CONTRACTOR GROUP shall comply with, all APPLICABLE LAW and CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS arising out of or in connection with any breach by CONTRACTOR GROUP of APPLICABLE LAW.
- 6.2. CONTRACTOR shall, at its own cost, obtain in due time and maintain throughout the duration of this CONTRACT, all approvals, permits, authorizations, licenses and clearances required for the provision of the SERVICES and which are required by APPLICABLE LAW to be obtained by CONTRACTOR.

7. PERFORMANCE

- 7.1. CONTRACTOR represents and warrants that:
 - a) CONTRACTOR shall perform the SERVICE in full compliance with the CONTRACT, any APPLICABLE LAW and all relevant, current accepted international standards, in accordance with agreed methods and time schedule in a diligent, good and workmanlike manner without interruption to completion;
 - b) CONTRACTOR has the necessary corporate power and authority to enter into this CONTRACT and has received all necessary approvals to do so;
 - c) CONTRACTOR is solvent and no bankruptcy, insolvency or receivership proceedings have been commenced against it and it is aware of no basis upon which a reasonable person would expect there to be any likelihood of such proceedings commencing;
 - d) CONTRACTOR shall maintain in safe custody records made in accordance with APPLICABLE LAW of all transactions connected with the CONTRACT for a sixty (60)-month after the final payment made by COMPANY, which such records shall be available for audit by COMPANY or its authorised representatives during such period.
- 7.2. CONTRACTOR shall notify COMPANY immediately it becomes aware of any delay, impending or actual stoppages of the SERVICE and shall provide, in an expeditious manner, details of how it shall overcome the delay. In such circumstance COMPANY in addition to the remedies provided by the CONTRACT shall have the right to terminate the CONTRACT for material breach in accordance with article "Termination".
- 7.3. CONTRACTOR shall not modify or alter any part of the SERVICE without prior COMPANY's written approval and COMPANY shall not be liable or responsible for any unauthorised modification or for any cost or payment thereof. COMPANY may, at its option, require that CONTRACTOR, at CONTRACTOR's sole expense, withdraw, undo or remove any unauthorised modification.



8. CONTRACTOR PERSONNEL

CONTRACTOR shall employ for the SERVICE only such personnel as are properly trained, qualified, suitably skilled and experienced to properly perform the tasks assigned to them in a timely and efficient manner and shall bear all cost and expenses whatsoever associated with the employment or contracting of such personnel. CONTRACTOR shall at all times be responsible for the actions or failures to act of such CONTRACTOR personnel. Where COMPANY concludes that any CONTRACTOR personnel does not possess the technical knowledge or skills necessary for the efficient provision of the SERVICE or that the behaviour of any CONTRACTOR personnel is disruptive or undesirable in any manner, COMPANY may so notify CONTRACTOR in writing and CONTRACTOR shall take any corrective measures required by COMPANY including the removal and replacement of such CONTRACTOR personnel at no cost to COMPANY.

9. ASSIGNMENT

- 9.1. COMPANY may freely assign this CONTRACT (or any interest, right or obligation therein, including the assignment of credit) to any person.
- 9.2. CONTRACTOR shall not assign this CONTRACT (or any interest, right or obligation therein, including the assignment of credit) without COMPANY's prior written consent.

10. HEALTH, SAFETY AND ENVIRONMENT

- 10.1. CONTRACTOR shall perform and shall ensure that any member of CONTRACTOR GROUP providing the SERVICE shall perform the SERVICE in full compliance with all Health, Safety and Environment protection standards and regulations as required by APPLICABLE LAW and any HSE procedures in force at the Work Place. For the purpose of this Article, "Work Place" shall mean the place of performance of the SERVICE, which shall include COMPANY owned or operated premises, CONTRACTOR's premises and/or any other premises where the activities under the CONTRACT is to be performed for COMPANY.
- 10.2. If such standards, regulations and procedures as per Article 10.1. do not adequately protect against hazard arising from the SERVICE, CONTRACTOR shall adopt appropriate measures to protect people and properties against such hazard.
- 10.3. CONTRACTOR shall inform COMPANY forthwith of any injury to, or accident involving, CONTRACTOR GROUP personnel or property connected with the SERVICE and the causes, reasons and circumstances of each occurred injury or accident and CONTRACTOR's remedial measures in respect thereof.
- 10.4. Failure by CONTRACTOR to comply with the requirements of this Article shall entitle COMPANY to:
 - a) terminate the CONTRACT for material breach;
 - b) discontinue, in whole or in part, the SERVICE charging CONTRACTOR with any extra costs to COMPANY resulting therefrom.

11. DEFECT LIABILITY

- 11.1. Following receipt of any notice issued by COMPANY, at any time and from time to time during the period of this CONTRACT, CONTRACTOR shall promptly correct or reperform, at COMPANY's sole option and to COMPANY's satisfaction, the SERVICE or any deliverables deemed by COMPANY in its sole opinion to be defective at the sole expense of CONTRACTOR and without prejudice to any date for the provision of the SERVICE agreed under the CONTRACT.
- 11.2. If CONTRACTOR fails to meet its obligations pursuant to Article 11.1 above within a reasonable time , then COMPANY may decide either:
 - a) to carry out, or engage others to carry out, the necessary work of correction, repair, replacement or reperformance at CONTRACTOR's expense provided that it does so in a reasonable manner and notifies CONTRACTOR of its intention so to do so. CONTRACTOR shall be liable to COMPANY for all costs and expenses reasonably incurred by COMPANY in connection with such correction, repair, replacement or reperformance and COMPANY may be deducted from the CONTRACT PRICE or recovered as a debt from CONTRACTOR at COMPANY's absolute and sole option, CONTRACTOR shall have no liability for any such correction, repair, replacement or reperformance except as provided in this Article 11.2 a); or
 - b) to determine and certify a reasonable deduction in any compensation payable to CONTRACTOR under this CONTRACT; or
 - c) to terminate this CONTRACT in accordance with Article 12.1.



- 11.3. Unless otherwise agreed in writing, the defect liability period (warranty period) shall be 12 months from the date in which the SERVICE or any correction, repair, replacement or re-performance was completed to COMPANY'S satisfaction.

12. TERMINATION

- 12.1. COMPANY may terminate the CONTRACT in writing with immediate effect in the event that CONTRACTOR is in breach of the CONTRACT, in which event, CONTRACTOR shall be entitled to no payments from COMPANY and COMPANY shall be entitled to recover from CONTRACTOR any costs and expenses it incurs in connection with such termination.
- 12.2. COMPANY may at its convenience terminate the CONTRACT, or any part thereof, at any time by giving seven (7) calendar day's written notice to CONTRACTOR. In the event of termination under this Article 12.2. COMPANY shall, subject to any other provisions of the CONTRACT, pay CONTRACTOR for all SERVICE performed in accordance with the CONTRACT up to the time of termination.
- 12.3. COMPANY in its sole discretion may suspend the performance of the CONTRACT for any reason and at any time by giving written notice thereof to CONTRACTOR. Where COMPANY suspends performance under this Article 12.3, CONTRACTOR shall be entitled to compensation for any reasonable, documented costs incurred directly as a result of the suspension

13. LIABILITIES

- 13.1. All exclusions and indemnities given under this Article 13 shall apply irrespective of cause and notwithstanding negligence or breach of duty (whether statutory or otherwise) and shall apply irrespective of any claims in tort, under this CONTRACT or APPLICABLE LAW. However, the exclusion of liability and indemnities shall not apply and may not be relied on (i) by COMPANY GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE, WILFUL MISCONDUCT or fraud or (ii) by CONTRACTOR GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE, WILFUL MISCONDUCT or fraud.
- 13.2. CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS of whatever nature and howsoever caused, in respect of or arising out of:
- a) injury, illness or death of any member of CONTRACTOR GROUP;
 - b) loss of, or damage to the property, owned, hired or leased, of any member of CONTRACTOR GROUP.
- 13.3. COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS of whatever nature and howsoever caused, in respect of, or arising out of:
- a) injury, illness or death of any member of COMPANY GROUP;
 - b) loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP.
- 13.4. CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY (i) caused by any member of CONTRACTOR GROUP or (ii) arising from the defects in SERVICE.
- 13.5. Subject to Article 13.4. (ii), COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY caused by any member of COMPANY GROUP.
- 13.6. Notwithstanding any provision to the contrary elsewhere in the CONTRACT, and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the CONTRACT, (i) neither COMPANY nor COMPANY GROUP, shall under any circumstances, be liable to CONTRACTOR or CONTRACTOR GROUP for CONSEQUENTIAL LOSS, and CONTRACTOR hereby waives any claim it may at any time have against COMPANY GROUP in respect of any such damages, and (ii) neither CONTRACTOR nor CONTRACTOR GROUP, shall under any circumstances, be liable to COMPANY or COMPANY GROUP for CONSEQUENTIAL LOSS and COMPANY hereby waives any claim it may at any time have against CONTRACTOR GROUP in respect of any such damages, provided however, that such

wavers shall not extend to any claim in respect of any fees, charges or other amounts due under this CONTRACT.

- 13.7. The indemnified PARTY in this CONTRACT shall, at all times, have the right to be represented by its own counsel at its own cost and expense and to participate in the defence of any action relating to such matter in which it may be named as a defendant.

14. INSURANCE

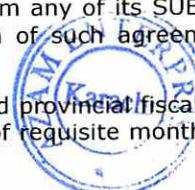
- 14.1. CONTRACTOR shall place and maintain as per the APPLICABLE LAW throughout the term of the CONTRACT:
- an insurance, or another form of compensation, covering personal injury to, or death of, employees of the CONTRACTOR engaged in the performance of this CONTRACT;
 - a Third Party Liability Insurance (or Public Liability or General Liability) covering Contractor's liabilities arising out of the performance of the CONTRACT;
 - if the Scope of Work expressly requires the use of any motor-vehicle, and for the time period for which this is required: motor liability insurance;
 - all further insurances as required by APPLICABLE LAW.
- 14.2. The cost of the insurance above shall be borne by CONTRACTOR and included in the price offer; insurance deductible shall be borne by CONTRACTOR.
- 14.3. CONTRACTOR shall provide certificates of the insurance required above, upon COMPANY request (after signature of the CONTRACT). If insurance requested in paragraphs c), d, e) f) above is placed by any SUBCONTRACTOR, CONTRACTOR shall provide certificates of insurance of its SUBCONTRACTORS, upon COMPANY request (after signature of the CONTRACT).
- 14.4. The submission of certificates or any evidence shall not be interpreted to mean that COMPANY is assuming any responsibility for the correctness of CONTRACTOR's insurance policies, and shall not be construed as limiting or restricting in any manner whatsoever CONTRACTOR's liability."

15. LIQUIDATED DAMAGES

- 4.1. The PARTIES agree that if:
- CONTRACTOR fails to commence the SERVICE by the relevant COMMENCEMENT DATE; or
 - CONTRACTOR fails to complete the SERVICE by the relevant COMPLETION DATE
- then CONTRACTOR shall pay to COMPANY as liquidated damages and not as a penalty for each such failure to observe such obligation in accordance with its terms, the amount of:
at a rate of 2.5% of the value for each whole week of delay (seven consecutive calendar days) up to a maximum of 10% of the call off value
for each day of delay or part thereof, calculated from the applicable contractual due date up to and including the actual date of commencement or completion as the case may be. COMPANY may, without prejudice to any other method of recovery, deduct the amount of any liquidated damages from any monies due, or which become due, to CONTRACTOR.
- 4.2. If the period of delay exceeds the period of 4 weeks COMPANY may terminate the CONTRACT for material breach.
- 4.3. COMPANY may, without prejudice to any other method of recovery, deduct the amount of any Liquidated Damages from any monies due, or which become due, to the CONTRACTOR.

16. TAXES

- 16.1. Except as otherwise stated in this Article, CONTRACTOR shall bear and be liable for all TAXES, existing at the time of the CONTRACT award or during the term of the CONTRACT, that are assessed or levied on CONTRACTOR arising from or consequent to the CONTRACT and/or its performance by CONTRACTOR and shall, at its own expense, pay all such TAXES in accordance with APPLICABLE LAW and CONTRACTOR hereby agrees to be liable for and shall defend, indemnify and hold harmless COMPANY from and against any and all INDEMNIFIED COSTS arising out of or in connection with any assessment or levy made in respect of any of the aforesaid TAXES. CONTRACTOR agrees to require the same agreements from any of its SUBCONTRACTOR and to be liable for, and indemnify COMPANY from, any breach of such agreements by such SUBCONTRACTOR.
- 16.2. CONTRACTOR also agrees to comply with all applicable federal and provincial fiscal requirements under the Pakistan jurisdiction, including but not limited to filing of requisite monthly and annual



fiscal tax returns wherever applicable, payment of all taxes and the making available to the fiscal authorities of all information and documentation called for thereby from time to time. If applicable pursuant to APPLICABLE LAW, CONTRACTOR agrees to register with all requisite governmental authorities and fiscal authorities prior to conducting the SERVICE hereunder.

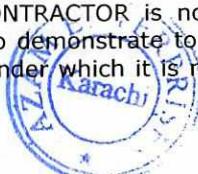
- 16.3. COMPANY shall deduct Withholding Tax, on all amounts payable under the CONTRACT wherever required by the fiscal laws and/or Bilateral Treaties and on the request of the CONTRACTOR, it shall forward the relevant withholding or deducting certificate or certificates as soon as reasonably practicable in respect of such tax withheld or deducted so that the CONTRACTOR or its Affiliate is then able to seek to obtain credit against tax liabilities of the CONTRACTOR or its Affiliate from any relevant taxing authority or government authority the amount so withheld or deducted in accordance with the APPLICABLE LAW. In respect of the above, the following provisions shall also apply:
- (i) COMPANY shall use all reasonable endeavours to obtain the relevant withholding or deducting certificate or certificates in a form which the CONTRACTOR can utilize in order to enable it to recover or obtain credit from the relevant taxing authority or other government authority the amount so withheld or deducted.
 - (ii) In the event that CONTRACTOR is eligible for any exemption due to application of Bilateral Income Tax Treaties and application of fiscal laws, then, in that case, the CONTRACTOR will be responsible to inform the COMPANY (in writing) at the time of award of CONTRACT, shall submit valid exemption certificate from relevant taxing authority at the time of submission of its invoices to the COMPANY and shall clearly mention on its invoices the reason for non deduction of tax. If however, the CONTRACTOR is unable to obtain the exemption certificate, then, on the request and cost of the CONTRACTOR, the COMPANY shall use all reasonable endeavour to obtain the relevant exemption certificate from the relevant taxing authority as permissible under APPLICABLE LAW. In case, the exemption certificate is not granted or refused by the relevant taxing authority due to any reason, then, in such case the COMPANY shall withhold tax as per the APPLICABLE LAW. If CONTRACTOR has failed to properly fulfil its obligations to justify such exemption and COMPANY is subsequently penalised by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.
 - (iii) In the event that CONTRACTOR is eligible for any reduced rate due to application of Bilateral Income Tax Treaties and application of fiscal laws, then, in that case, the CONTRACTOR will be responsible to inform the COMPANY (in writing) at the time of award of CONTRACT, shall submit relevant clause of the Treaty, SRO at the time of submission of its invoices to the COMPANY and shall clearly mention on its invoices the reason for deduction of tax at reduced rates. If CONTRACTOR has failed to properly fulfil its obligations to justify such reduced rate and COMPANY is subsequently penalised by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.
 - (iv) No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for Withholding Taxes. The CONTRACTOR will also be solely responsible for its ability or inability to recover tax credit from the fiscal authorities of the relevant country.

16.4. "Withholding Tax" for the purposes of this Article 16 means any fee, tax, charge or deduction imposed by the fiscal authorities in the country of tax residence of COMPANY on any sum payable by COMPANY to the CONTRACTOR, as the case may be, for the fees payable under this Article.

16.5. All charges provided under this CONTRACT are exclusive of VAT and, to the extent that VAT is chargeable, then COMPANY shall, against delivery of a valid VAT invoice together with supporting breakdown of services provided and expenses incurred, in addition to any amounts due to the CONTRACTOR under this CONTRACT, pay to the CONTRACTOR such VAT.

16.6. Registration with Sindh Revenue Board (SRB)

With effect from 01 July 2011, the "Sindh Sales Tax on Services Act 2011" has been made applicable to the services provided by the contractors in the province of Sindh. In this respect, the COMPANY will require a Certificate of Registration of the CONTRACTOR in respect of its registration with Sindh Revenue Board (SRB). In case, the CONTRACTOR is not liable to be registered with SRB, then the CONTRACTOR would be required to demonstrate to the COMPANY the relevant clause in "Sindh Sales Tax on Services Act, 2011" under which it is not liable to be registered.



17. LOCAL CONTENT

CONTRACTOR shall to the extend is reasonable, practical and technically and commercially acceptable, use Goods/Materials, Services/Works and personnel of Pakistan.

18. CONTRACT PRICE

- 18.1. In consideration for the satisfactory performance of this CONTRACT in accordance with its terms, COMPANY shall pay CONTRACTOR the CONTRACT PRICE in the amounts set out in and in the manner stipulated in Appendix "A" of the CONTRACT.
- 18.2. The CONTRACT PRICE shall be inclusive of any applicable taxes, custom duties, stamp duty and fees as, excluding withholding tax and Value Added Tax ("VAT")/General Sales Tax ("GST"), if applicable. VAT/GST, if applicable, shall be mentioned separately.
- 18.3. Except as otherwise stipulated in this CONTRACT, the sums set out in the CONTRACT shall remain fixed and not be subject to any adjustment or escalation during the term of this CONTRACT.
- 18.4. No extra charges shall be effective unless agreed in writing and signed by COMPANY.
- 18.5. CONTRACTOR has properly evaluated all costs and contingencies necessary for the completion of the performance of the CONTRACT in accordance with its terms and CONTRACTOR undertakes to make no claims whatsoever or requests for variations, for price adjustments and/or time extensions based on its failure sufficiently to evaluate such costs and contingencies or for its reliance on COMPANY supplied information and data and CONTRACTOR hereby waives any right to demand any such additional compensation howsoever arising.

19. INVOICING

- 19.1. After the completion of each milestone or month as the case may be, CONTRACTOR may submit invoices to COMPANY in the form and number requested by COMPANY. All invoices submitted by CONTRACTOR to COMPANY shall be accompanied by such documents and records or other evidence as COMPANY may request to support charges contained therein. Any VAT (Value Added Tax), if applicable, shall be clearly shown as a separate item.
- 19.2. Each invoice shall include the following information:
 - a) reference number and date of issue of this CONTRACT;
 - b) name, address and Federal/Provincial Sales Registration Number (if applicable) and National Tax Number of the CONTRACTOR;
 - c) the code number allocated to CONTRACTOR as shown on this CONTRACT;
 - d) serial number and date of issue of the invoice;
 - e) items billable as listed, numbered and described in the applicable Appendix, including tariff heading and other details of the service;
 - f) the VAT rate and amount including equivalent amount in Pakistani Rupee (PKR) (where applicable) and/or Federal/Provincial Sales Tax Number ("STRN") (where applicable);
 - g) amount excluding and including VAT mentioning equivalent amounts in PKR;
 - h) a copy of the relevant APPROVED acceptance/milestone payment certificate;
 - i) method of transport used;
 - j) Bank details of the CONTRACTOR;
 - k) COMPANY's National Tax Number (NTN) and General Sales Tax Number (GST) which are as follows:
 - National Tax Number (NTN): 0823414-7
 - General Sales Tax Number (GST): 12-00-2711-011-91
- 19.3. The COMPANY may require a separate sales tax invoice from the CONTRACTOR exclusively in PKR containing all the particulars as prescribed under the APPLICABLE LAW.
- 19.4. All invoices submitted by CONTRACTOR to COMPANY shall be accompanied by such documents, records, lien waivers, receipts, APPROVED time sheets or other evidence as COMPANY may request to support charges contained therein and CONTRACTOR shall ensure that all such documents, records, lien waivers, receipts, APPROVED time sheets or other evidence shall truly reflect the facts about the activities, milestones and transactions to which they pertain and that COMPANY may rely upon these as being complete and accurate.

19.5. The PARTIES agree that Invoices shall not cover more than one CONTRACT and shall be sent to the following address:

- Attention: Accounts Payable (accounts.payable@enipakistan.com.pk)
- Address: Eni Pakistan Limited
5th Floor, The Forum, G-20, Block 9
Khayaban-e-Jami, Clifton
Karachi-75600 (Pakistan)

Queries on status of invoice may be sent to:

- Attention: The Accounting Manager
- Fax No.: +92 21 5838493

20. PAYMENT

20.1. Subject to the written approval by COMPANY of CONTRACTOR's invoice, the invoice shall be paid within 60 days of receipt, in the PKR to the CONTRACTOR's designated bank account, specified below, which bank account shall be opened, maintained and operated by CONTRACTOR either in the country the provision of SERVICE or the country of incorporation or foreign branch registration. Payment under this CONTRACT shall be made only to this account opened in the name of CONTRACTOR.

| | |
|--------------------|---|
| - Bank Name: | HABIB METROPOLITAN BANK |
| - Bank Address: | ZAMZAMA BRANCH, CLIFTON, KARACHI |
| - Account Name: | AZAM ENTERPRISES |
| - Account Number : | 20311-714-115401 |
| - SWIFT Code: | MPBLPKKA |
| - IBAN Number: | PK74MBPL0125027140115401 |

20.2. Any payment made by COMPANY hereunder, including the final billing under this CONTRACT, shall not prevent COMPANY from filing claims or prejudice its right to recover the amount of such claims however they may have arisen, or constitute a waiver by COMPANY of any of its rights under this CONTRACT or APPLICABLE LAW. Without prejudice to the generality of the foregoing, COMPANY may recover any sums paid to CONTRACTOR by mistake of law or fact.

21. FORCE MAJEURE

The PARTIES shall be relieved from liability under this CONTRACT to the extent that owing to FORCE MAJEURE they have failed to comply with their respective obligations under this CONTRACT. Each PARTY shall take such reasonable measures, and the PARTIES shall co-operate in good faith to take jointly such reasonable measures as are necessary to minimise the duration of the FORCE MAJEURE and the consequences thereof. Each PARTY shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of FORCE MAJEURE.

22. INTELLECTUAL PROPERTY RIGHTS

- 22.1. Any intellectual property rights that are made, discovered or developed by CONTRACTOR GROUP in the course of or by reason of the performance of the CONTRACT shall be the property of COMPANY and shall be considered confidential information of COMPANY. CONTRACTOR shall forthwith at the request and cost of COMPANY at any time take all steps and execute all documents necessary to enable COMPANY to hold title to such intellectual property rights and obtain the relevant protection therefore.
- 22.2. CONTRACTOR warrants that (I) the method and processes used by it to perform the CONTRACT and (ii) the SERVICE does not infringe any intellectual property rights of any person and CONTRACTOR shall be liable for and shall provide guaranteed reimbursement, indemnify and hold harmless COMPANY GROUP from any and all liabilities, claims (including any liens and other encumbrances against property), judgements, losses, fines, penalties, expenses and any costs relating thereto (including but not limited to court costs and lawyers' fees) in respect of infringement of any such intellectual property rights.

23. CONFIDENTIALITY

- 23.1. All technical, financial and commercial information concerning this CONTRACT and exchanged, in writing or otherwise, by and between the PARTIES in performing any provision of this CONTRACT shall be deemed confidential, and CONTRACTOR shall take all necessary and reasonable steps to prevent the disclosure of the received information to any other person.
- 23.2. CONTRACTOR shall not, and shall ensure that all members of CONTRACTOR GROUP shall not (a) publish any press release, announcement, advertisement or reference to the SERVICE or to this CONTRACT in any way (including the award of same), or (b) provide any information to any newspaper, trade journal, publication or radio or television broadcasting body, or the agents or reporters of such concerns on any matters related to the SERVICE or this CONTRACT without prior COMPANY written approval. Any proposed release, announcement, advertisement or reference shall be submitted to COMPANY for its review prior to any publication or release for publication.
- 23.3. The obligations of confidentiality under this Article 23 shall continue in force for a period of five years from the date of termination of the CONTRACT.

24. GOVERNING LAW

All question arising out of or relating to the CONTRACT, including but not limited to its validity, interpretation, performance or breach shall be governed by the laws of the England and Wales.

25. DISPUTES RESOLUTION

COMPANY and CONTRACTOR shall use their best efforts to resolve any dispute or claim which may arise under the CONTRACT in an amicable manner. Failing an amicable settlement within a reasonable time, but not exceeding sixty (60) calendar days, any dispute or claim arising out of or in relation to the CONTRACT shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such Rules. The cost of such arbitration shall be borne as determined by the arbitrator(s). Unless otherwise mutually agreed, arbitration hearings shall be held in London UK. The language of the arbitration shall be English. The award shall be final and binding on the PARTIES and may be enforced in any court or competent jurisdiction. The PARTIES shall treat all matters relating to the arbitration as confidential in accordance with Article 23.

26. ADMINISTRATIVE AND ANTI-CORRUPTION LIABILITY

- 26.1. CONTRACTOR declares that it has reviewed and has knowledge of (a) the contents of the "Model 231", which also includes the eni Code of Ethics, issued by COMPANY in accordance with the legislation in force regarding the administrative liability of legal entities for offences committed by their directors, employees and/or collaborators; (b) the "Anti-Corruption Management System Guideline"; (c) the eni Guidelines for the Protection and Promotion of Human Rights. The documents under (a), (b) and (c) above are available on the website of COMPANY and CONTRACTOR undertakes to comply with the principles contained therein.
- 26.2. With reference to the performance of activities covered by this CONTRACT and in accordance with above mentioned regulations, CONTRACTOR undertakes to abstain (and to cause its directors, employees and/or collaborators to abstain) from (a) offering, promising, giving, paying or authorizing anyone to give or pay, directly or indirectly, material, financial or other advantage to a Public Official or private party, and (b) accepting or authorizing anyone to accept, directly or indirectly, material, financial or other advantage or a request or solicitation from a Public Official or private party of material, financial or other advantage in breach of the applicable Anti-Corruption Laws.
- 26.3. With reference to the performance of activities covered by the CONTRACT, CONTRACTOR undertakes, for the entire duration of the CONTRACT, to abide by the principles of the eni Code of Ethics and to respect human rights as defined in the eni Guidelines for the Protection and Promotion of Human Rights, published on the www.eni.com website. In particular, it undertakes to refrain from:
- offering commissions, fees and other benefits to directors, employees or collaborators of COMPANY;
 - entering into trade agreements with directors, employees or collaborators of COMPANY which may negatively affect the interests of COMPANY;



- c) undertaking business activities or entering into agreements with THIRD PARTIES in breach of the principles set out in the eni Code of Ethics which would negatively affect the performance of the CONTRACT;
 - d) providing directors, employees or collaborators of COMPANY with non-property benefits including gifts, means of transportation and hospitality offers which go beyond the limits of commonly accepted ethical business standards.
- 26.4. CONTRACTOR declares that no conflicts of interests exist, not even potentially, in relation to the performance of this CONTRACT and undertakes to promptly report to COMPANY if any such situation should arise during the performance of the CONTRACT.
- 26.5. With reference to the performance of activities covered by the CONTRACT, CONTRACTOR undertakes to:
- a) accurately and transparently record in its accounting books any sums received or paid in relation to the CONTRACT;
 - b) promptly inform COMPANY of any criticality, even potential, identified during performance of the CONTRACT and relating to the provisions and undertakings in this Article;
 - c) promptly report to COMPANY any request or demand for any undue payment of money or other benefit of any kind received by CONTRACTOR in connection with the performance of the CONTRACT.
- 26.6. The PARTIES hereby agree that any breach by CONTRACTOR, even partial, of the declarations, warranties and undertakings in this Article, which may be reasonably expected to result in adverse consequences for COMPANY, constitutes a material breach of the CONTRACT and shall entitle COMPANY to unilaterally withdraw from the CONTRACT, even during performance thereof, or terminate the CONTRACT, by delivering notice via registered mail, which shall include a brief summary of the circumstances or of the legal proceedings demonstrating such breach.
- 26.7. In the event of information that could reasonably imply such breach, pending the required verifications or findings, COMPANY shall have the right to suspend the performance of the CONTRACT by delivering notice via registered mail, which shall include a brief summary of the relevant information. If the information is obtained from the media, COMPANY shall have the right to exercise the above mentioned right when the information has been confirmed by an official document of the Judicial Authority and/or otherwise confirmed by the Judicial Authority.
- 26.8. The exercise of such rights will be to the sole detriment of CONTRACTOR, which shall bear, in all cases, all additional expenses and costs.
- 26.9. In any case of breach by CONTRACTOR, even partial, of the declarations, warranties and undertakings in this Article, CONTRACTOR shall indemnify COMPANY from any loss, damage, also in terms of reputation, liability, costs or expenses, including legal expenses, and hold in harmless from any THIRD PARTY action arising from or consequential to such a breach.
- 26.10. COMPANY shall have the right to carry out an audit on CONTRACTOR in the event that COMPANY has a reasonable belief that CONTRACTOR may have violated the provisions included in this Article. To this end, CONTRACTOR undertakes to provide COMPANY with any access, data and information required to carry out such audit and with any information regarding any adoption and implementation of the Anti-Corruption Compliance Program in relation to the activities under the CONTRACT.

27. MISCELLANEOUS

- 27.1. Independent Contractor. CONTRACTOR shall be an independent CONTRACTOR with respect to the performance of the SERVICE with exclusive control over its equipment, materials and personnel and neither CONTRACTOR nor anyone employed by CONTRACTOR shall be deemed for any purpose to be the employee, agent, servant, borrowed servant or representative of COMPANY in the performance of any work or service hereunder. COMPANY shall have no direction or control of CONTRACTOR, CONTRACTOR personnel or SUBCONTRACTORS. The actual performance and supervision of the activities under the CONTRACT shall be by CONTRACTOR, but COMPANY or its authorized representatives shall have full and complete access to the operations to determine whether the SERVICE is being performed by CONTRACTOR in accordance with all provisions of the CONTRACT. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby COMPANY and CONTRACTOR would be jointly liable as partners or co-ventures.
- 27.2. Entire Agreement. This CONTRACT constitutes the entire agreement between the PARTIES in respect of the subject matter and supersedes all prior correspondence, negotiations,



understandings, discussions and agreements, either written or oral, between the PARTIES with respect to its subject matter. This CONTRACT may not be altered, amended or modified except where agreed by the PARTIES in the form of a supplemental written agreement signed by both PARTIES. It is agreed and understood that any alteration, amendment or modification of the CONTRACT contained in e-mail exchanges or correspondence between the PARTIES shall not be effective unless and until reduced in the form of such a supplemental written agreement signed by both PARTIES.

- 27.3. **Third Parties.** Except as otherwise specifically set forth in this CONTRACT: (a) nothing expressed or referred to in this CONTRACT shall be construed to give any person or legal entity, other than the PARTIES any right, remedy or claim under or with respect to this CONTRACT or any provision of this CONTRACT, and (b) this CONTRACT and all of its provisions are for the sole and exclusive benefit of the PARTIES. No person or legal entity other than the PARTIES shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this CONTRACT.

28. NOTICES

The addresses for notice, other than invoices, to be sent to each PARTY are as follows:

COMPANY:

Attention: Mr Irfan Zulfiqar (Regional ICT Manager)
 Address: Eni Pakistan Limited
 5th Floor, The Forum, G-20, Block 9
 Khayaban-e-Jami, Clifton
 Karachi-75600 (Pakistan)
 Tel. No.: (92-21) - 35879951

CONTRACTOR:

Attention: Mr Sheraz Arshad (Director Sales & Marketing)
 Address: Plot # F-34/I, Block - 9, Scheme - 5, Clifton, Karachi - Pakistan
 Tel. No.: (92-21) - 35371621-23

29. REPRESENTATIVES OF THE PARTIES

COMPANY hereby appoints as its Representative:

29.1 COMPANY Representative:

Mr Irfan Zulfiqar (Regional ICT Manager)
 Email: Irfan.Zulfiqar@enipakistan.com.pk
 Tel. No.: (92-21) - 35879951

29.2 Contract Administrator:

Salman Siddiqui (TLC Infrastructure, Team Leader)
 E-mail: Salman.Siddiqui@enipakistan.com.pk
 Telephone: (92-21) - 35879951

29.3 CONTRACTOR hereby appoints as its Representative:

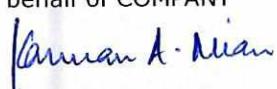
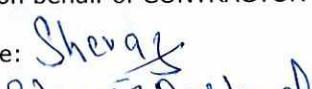
Mr Sheraz Arshad (Director Sales & Marketing)

E-mail: sales_khi@azamtelesources.com

Tel No.: (92-21) - 35371621-23

IN WITNESS whereof:

The PARTIES have signed this agreement on the dates stated below

| | |
|--|---|
| For and on behalf of COMPANY Signature:  Name: Kamran Mian Title: Commercial & Business Development Manager Eni Pakistan Limited Date: 29th December 2018 | For and on behalf of CONTRACTOR Signature:  Name: Sheraz Arshad Title: Director Date: 28/12/18 |
|--|---|



Appendix A Compensation Scheme and Method of Application

1. GENERAL

- 1.1. For the due and proper performance and the full completion of the SERVICES in accordance with the CONTRACT, CONTRACTOR shall be compensated solely by means of the prices and rates contained within this Appendix A.
- 1.2. COMPANY will not pay for any cost not included by CONTRACTOR in the prices and rates explicitly mentioned in this Appendix A, unless mutually agreed to the contrary between PARTIES.
- 1.3. All prices and rates set forth within this Appendix A is in PKR and all payments under this CONTRACT shall be made in 60 days.
- 1.4. All prices and rates set forth within this Appendix A shall remain fixed and unchangeable for the whole duration of the CONTRACT and shall be subject neither to any adjustment nor to any escalation and currency fluctuation, unless stated specifically otherwise herein.
- 1.5. The unit rates set out in this Appendix A shall be valid in the event COMPANY increases or decreases the quantity of SERVICES ordered.
- 1.6. The rates detailed within this Appendix A shall include all costs associated with the provision of all necessary permits and licenses, as well as to keep all of them up to date and valid along the duration of the CONTRACT.
- 1.7. All taxes, fees, licenses, permits, charges and contributions raised by law and/or exacted, levied, or assessed on CONTRACTOR by any governmental authority incidental to the performance of the SERVICES and/or furnishing of equipment and/or materials by CONTRACTOR under the CONTRACT, excluding Value Added Tax ("VAT"), if applicable. VAT, if applicable, shall be mentioned separately. No additional amount will be paid to CONTRACTOR for or on account of CONTRACTOR's payments of or liability for any such taxes, fees, licenses and charges. With reference to Article "Taxes" of the General Terms and Conditions of the CONTRACT, COMPANY shall deduct Withholding Tax, on all amounts payable under the CONTRACT wherever required by the fiscal laws and/or Bilateral Treaties. No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for Withholding Taxes.

2. COMPENSATION SCHEME

Below given is the compensation schedule:

| S.No | Description | Unit Price |
|------|--|---------------|
| 1 | Radio & communication tower maintenance for 1st Year | PKR 2,697,000 |
| 2 | Radio & communication tower maintenance for 2nd Year | PKR 2,697,000 |
| 3 | Radio & communication tower maintenance for 3rd Year | PKR 2,697,000 |

Notes:

- *Payment terms: Payment will be made on half yearly basis on Eni Standard Payment Term which is Net 60 Days Credit from Original Payment Invoice Receipt date to COMPANY's Finance Department.*
- *Call off Order: All the requirements shall be activated through call off order.*



| Items | | | |
|---|-------------------------|--------------------------------------|---------------------|
| 1 | Outline | Radio and Tower (Maint.) | GI Num (*) 1 |
| 1.0001 | Service | Radio and Tower (Maint.) Yr 2 | GI Num (*) 2 |
| Target Quantity: 1YR | Price: 2,697,000 PKR | Price per Unit: 1 | |
| Product category: HARDWARE MAINTENANCE - SS06AD01 | | | |
| 1.0002 | Service | Radio and Tower (Maint.) Yr 2 | GI Num (*) 3 |
| Target Quantity: 1YR | Price: 2,697,000 PKR | Price per Unit: 1 | |
| Product category: HARDWARE MAINTENANCE - SS06AD01 | | | |
| 1.0003 | Service | Radio and Tower (Maint.) Yr 1 | GI Num (*) 4 |
| Target Quantity: 1YR | Price: 2,697,000 PKR | Price per Unit: 1 | |
| Product category: HARDWARE MAINTENANCE - SS06AD01 | | | |
| 2 | Product Category | Product Category | GI Num (*) 5 |
| - 60 days invoice date | PKR | Price per Unit: 1 | Payment Terms: 0060 |
| Product category: HARDWARE MAINTENANCE - SS06AD01 | | | |

(*) Good Issue ref. number

(**) full note is available in below "Notes for items" section

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Appendix D Scope of Work and Technical Specification

1. INTRODUCTION:

This document is a brief and abstract requirement for the Service & Maintenance contract of HF/VHF/Base/Mobile/Portable Radios /Ground to Air and Communication Towers at COMPANY, Karachi, Bhit plant, Kadanwari plant and Rigs which explains the contract objectives, SOW, roles and responsibilities.

2. BACKGROUND:

To ensure trouble free and smooth functioning of our radio network comprising of Motorola, ICOM and Barrett brand VHF/HF Base, Mobile, and Portable Radios for periodical servicing and maintenance. These repair & maintenance services will be provided at all COMPANY locations.

3. SCOPE OF WORK FOR RADIO COMMUNICATION:

COMPANY's different departments have established and placed various radio communication equipment at the company's different locations. These communication equipment are used by the designated staff for the protection of company's personnel, assets and business continuity.

COMPANY is responsible to ensure the operation, maintenance and repair of the communication equipment. This would be made possible through a professional qualified company. Therefore, COMPANY through this scope of work (SOW) and tender process requires a Professional Qualified Registered Company that is:

1. Certified and qualified through the OEM to carry out maintenance, replacement of spares and Radio equipment
2. Representation in Pakistan as an authorized dealer/distributor.
3. CONTRACTOR will be responsible to provide replacement of faulty radios and their accessories.
4. CONTRACTOR must have adequate technical expertise for related works. Individual bidding firm must have experience of at least Five (05) years with similar assignments of supplies, installation and maintenance of VHF/HF/AM Wireless Equipment with E&P Industry.
5. Documentation with Pakistan Telecom Authority (PTA) if required
 - 5.1. Consultancy for VHF frequency allocation each file is carrying with following tasks
 - 5.1.1. Forms filling
 - 5.1.2. Provision of technical data
 - 5.1.3. Letter of intent
 - 5.1.4. Submission of documents to PTA
 - 5.1.5. Clearance from concerned government agency
6. Technical support offices with qualified technicians in Karachi.
7. Ability to provide technical support to the company different remote locations.
8. Technical Staff/technician/Engineer should be qualified and experienced to work at Oil Companies
9. Ready availability of spares in Pakistan.



10. The CONTRACTOR has to ensure that all the components used for the required supplies are genuine and original. Bids proposing substandard, low quality, refurbished or copy items will be rejected.
11. CONTRACTOR should be certified by PTA to sale/repair/service of Radio equipment, documentary proof will be required.
12. All equipment, accessories & spare parts supplied must be standard and **Intrinsically safe** approved.
13. The contract is intended to provide complete full preventive maintenance, repair, modification and installation, reinstallation, commissioning services for existing and new equipment, WIRELESS network equipment, accessories etc.
14. The Contractor shall provide all supervision, labor, administrative support, materials, tools, spare parts, supplies, equipment, and transportation necessary to effectively and efficiently fulfill all the requirements of this Scope of Work (SOW) at all COMPANY'S locations.
15. CONTRACTOR will provide the technical/maintenance services for installation, maintenance and testing of VHF/HF/AM Radios Systems installed at COMPANY locations. All services should be available on 24/7/365 basis irrespective of any weekend, Government, local holidays or a strike.
16. During the period of Contract COMPANY will not responsible for any additional charges charged by the CONTRACTOR.
17. CONTRACTOR will undertake different tasks as and when assigned by the COMPANY.
18. During Shifting, installation, reinstallation and commissioning of VHF/HF/AM Repeater, Base, vehicular and handheld radios and accessories whereas required on any Site i.e. Karachi, Bhit, Kadanwari, Offshore & Rig Sites, any additional accessories i.e. Connectors, DC power cable, Antenna, coaxial Cable will be covered in Contract and provided by the CONTRACTOR.
19. Recurring preventive maintenance services for radio communication equipment as required and agreed on a given schedule for radios communication equipment.
20. In case of any failure of a system, mobilize technical team to the defective site as per COMPANY given boarding & lodging schedule for remedial action. The team will remain on SITE until system is restored to normal working conditions
21. In case if fault could not be resolved at SITE, then equipment could be taken by CONTRACTOR to their Service Centre with approval from COMPANY and replacement of the same equipment will be required to avoid any service interruption. COMPANY ICT will deliver the faulty equipment to COMPANY Karachi warehouse & then the CONTRACTOR will pick up that faulty equipment to their workshop for repair and same will be applicable for replacement.
22. The transportation, boarding & lodging for Bhit Gas Plant and Kadanwari Gas Plant Will be COMPANY responsibility.
 - 22.1. From Karachi International Airport in case of charter flight movement.
 - 22.2. From Ramada Hotel / The Forum / Field Staff House in case of road movement.
23. Providing troubleshooting services including: on site troubleshooting with minor repairs of VHF/HF radio / antenna & power supply units.
24. One dedicated Engineer will visit at COMPANY Pakistan locations for PM once in a month or as and when needed, Develop schedule for radios communication equipment maintenance & comply on the agreed schedule. Engineer will remain on SITE till the job would be completed.
25. CONTRACTOR Technical Team & one dedicated Engineer will be available for online call support for around the clock i.e. 24hrs basis
26. CONTRACTOR's technical team should coordinate with COMPANY field staff and should reach at site at given time with all required tools and equipment.



27. CONTRACTOR will maintain a log of all encountered problems and provided solutions, the log to be made available to concern at field and COMPANY Head office and Submit a report on problems, action taken and recommendations at the end of each visit with in 5 to 7 working days.
28. Preparation & submission of supported documents to PTA for all licenses renewal and clearance from relevant agencies of FAB will be responsibility of CONTRACTOR
29. The lump sum value of Contract would be including tower service, maintenance, relocation & re-Installation and VHF/HF/Airband/Repeater Wireless radio's servicing, maintenance, trouble shooting, rectification, tuning, programming, spare parts for repairing of VHF/HF/AM Radios, re-programming at SITE, installations, dismantling, re-installations, relocations, backup facilities, PTA Services, new accessories, monthly preventive maintenance visits, unlimited emergency visits and all other assigned tasks.
30. CONTRACTOR will responsible to comply with company guided HSE rules and policies and procedures regarding safety, Health, Security and Environment (HSSE) in true manner, while performing services at COMPANY locations.
31. Technical Engineer/Rigger Medical Certificate will be required before visiting to SITE, charges for arrangement of medical certificate will be borne by the CONTRACTOR.

4. LIST OF EQUIPMENT WILL BE COVERED IN CONTRACT:

Following are the List of all Radio sets currently installed at COMPANY different Sites, which includes service & maintenance and spare parts:

Karachi Site

| S.No. | Radio Category | Radio Model | Quantity |
|-------|-------------------|---------------------|----------|
| | Repeater Station | FR5000 | 1 |
| | HF Base | Barret 2050 | 1 |
| | VHF Base | Icom IC-F5061D | 5 |
| | VHF W/T | ICF-3261DT/ F3230DT | 7+20 |
| | VHF Mobile Radios | Icom IC-F5061D | 20 |

Rig Site - 1

| S.No. | Radio Category | Radio Model | Quantity |
|-------|----------------|----------------|----------|
| 1 | VHF Base | Icom IC-F5061D | 5 |
| 2 | VHF W/T | Icom ICF-3003 | 8 |
| 3 | Vehicles | Icom IC-F5061D | 10 |

Rig Site - 2

| S.No. | Radio Category | Radio Model | Quantity |
|-------|----------------|----------------|----------|
| 1 | VHF Base | Icom IC-F5061D | 5 |
| 2 | Vehicles | Icom IC-F5061D | 10 |
| 3 | VHF W/T | Icom ICF-3003 | 8 |

Kadanwari E&C Site



| S.No. | Radio Category | Radio Model | Quantity |
|-------|----------------|----------------|----------|
| 1 | VHF Base | Icom IC-F5061 | 5 |
| 2 | VHF W/T | Icom V82 | 8 |
| 3 | HF Base | Barret 2050 | 1 |
| 4 | Vehicles | Icom IC-F5061D | 20 |

Bhit Gas Field

| S.No. | Radio Category | Radio Model | Quantity |
|-------|-----------------------------------|---------------------------------------|----------|
| 1 | Repeater Station with phone patch | CDR700, FR5000 | 2 |
| 2 | VHF Base | Motorolla GM300, GM338, GM951, Radius | 60 |
| 3 | VHF W/T | Motorolla GP338 | 128 |
| 4 | VHF W/T | ICOM IC-F3161DT | 40 |
| 5 | HF Radio | Yaesu/Barret | 1 |
| 6 | Air to Ground | Bendix King KA93, Icom-A110 | 2 |
| 7 | Vehicles | Icom IC-F5061D/ Motorola GM300 | 55 |

5. VISIT SCHEDULE:-

The CONTRACTOR should covers all the scope of work and the following for the contract period per year

| JOB TYPE | Visits |
|---|----------------------|
| Preventive Visit (Bhit SITE) per year | 12 |
| Preventive Visit (Kadanwari SITE) per year | 06 |
| Preventive Visit (Karachi SITE) per year | 06 |
| Emergency Visit (at any SITE i.e. Karachi, BHIT Gas Field, Kadanwari & Rig SITES) | As and When Required |



6. SCOPE OF WORK FOR COMMUNICATION TOWER

Duties to be performed are outlined but are not limited to following and can be revised with the agreement of both parties during the course of contract.

Services required for mast lashkar/tower climbing (Riggers) support personals at all towers for antenna services.

- | 1. | To |
|--|-----------|
| worker locations: | |
| 1.1. 150ft mast Tower Roof Top at COMPANY, KARACHI | |
| 1.2. 100ft Repeater Tower at COMPANY, Bhit Gas Field | |
| 1.3. 100ft repeater tower near Badhra 2 location | |
| 2. | In |
| specations: | |
| 2.1. Tail Survey at SITE once in every three months | De |
| 2.2. Engineer's analysis and assessment | En |
| 2.3. Check Tower Layouts and Anchor points | Ch |
| 2.4. Inspection of Tower structure & foundation | In |
| 2.5. Testing of Equipment and components | Te |
| 2.6. Checking of Wires/Cables/Guy Ropes | Ch |
| 3. | M |
| maintenance/Operations: | |
| 3.1. Repainting, chipping & greasing on quarterly basis | |
| 3.2. Laying of Cable as & when required | |
| 3.3. Repainting of Tower with ICI Paints | |
| 3.4. Installation of all guy ropes (galvanized) in parallel to existing one. | |
| 3.5. Fabrication and installation of all new anchor blocks in parallel to existing blocks | |
| 3.6. Strengthen the Tower Base | |
| 3.7. Readjustment of Antenna. Removal of bird nets etc. | |
| 3.8. Maintenance of damage anchors and guy ropes if any | |
| 3.9. Replacement of accessories (such as Thimbles, Nut Bolt, U Clamp, shackle, rod etc) | |
| 3.10. Rectification of beacon light installed on tower, replace if necessary | |
| 3.11. All consumables and equipment including personal protection equipment (PPE) for rigger shall be supplied by CONTRACTOR | |
| 3.12. Cleaning of Tower Segments | |
| 3.13. Anti-Corrosive treatment of Tower. | |
| 3.14. Apply of Primer to prevent from corrosion Make ICI. | |
| 3.15. Apply of Red / White Industrial Enamel Paint ICI on Tower | |
| 3.16. Visual inspection of segments nut / bolts | |
| 3.17. Adjustment and alignment of Tower | |
| 3.18. Petroleum Grease application to prevent from corrosion | |



- 3.19. Removal of Nest Bird if found available on tower
- 3.20. CONTRACTOR to supply 24-hour contact number for addressing complaints



7. Rental radio equipment (Intrinsically Safe Radio):

| SR # | DESCRIPTION | QTY |
|-------------|---|------------|
| 1 | VHF Base Radio on Rental Basis Brand Motorola or ICOM | 01 |
| 2 | VHF Mobile Radio on Rental Basis Brand Motorola or ICOM | 05 |
| 3 | VHF Walkie Talkie Radio on Rental Basis (Intrinsically Safe) Brand Motorola or ICOM | 30 |
| 4 | Spare Battery for VHF Walkie Talkie Radio on Rental Basis (Intrinsically Safe) Brand Motorola or ICOM | 50 |



[Handwritten signature]

8. TERMS & CONDITIONS:

1. CONTRACTOR shall provide the complete documentation of the required system, integration and connectivity layouts.
2. The CONTRACTOR shall provide the required equipment, its complete installation and the required integration if required.
3. All the required accessories, hardware and software, and upgrade will be the responsibility of CONTRACTOR.
4. In Emergency visit, CONTRACTOR's technical team should be at site for restoration/troubleshooting of failed system within 2 hours in Karachi and within 24 hours for other locations.
5. CONTRACTOR shall responsible to ensure the smooth operation of Radio Network.
6. CONTRACTOR shall implement all the advance features compatible with the purchased equipment.
7. CONTRACTOR shall perform the complete testing of the required system before the final implementation.
8. CONTRACTOR shall provide the on-site critical parts in case of any failure or emergency.
9. CONTRACTOR shall provide the preventive maintenance of Radio Network on monthly basis.
10. No fault or any shortcomings in the system will be accepted from CONTRACTOR side.
11. Parts replacement: In case of the fault in the part, the replacement part/equipment will be delivered to the site regardless of Holidays.
12. As a proactive approach the visiting engineer will diagnose and troubleshoot the deployed equipment
13. Contractor should provide the technical consultancy (If required).
14. The Entire work shall be undertaken by qualified personnel of the contractor.
15. The CONTRACTOR and his team will abide by the Health, Safety & Security laws of the COMPANY during the work done for the deployment and implementation.
16. A proper SLA and escalation procedure should be designed and agreed on both sides.
17. All necessary tools, manpower complete PPE for installation will be the responsibility of the CONTRACTOR.
18. In case any down time, COMPANY would charge back the double cost from contractor.



9. AGREEMENT:

This Service Level Agreement (SLA) is a commitment between COMPANY's ICT department and the CONTRACTOR furnished under the terms and conditions as specified in this document. This Agreement will establish a mutual understanding of the level of services and support and set the proper escalation procedure to define the specifics of the agreement.

10. RESPONSIBILITIES**COMPANY**

- Transportation of service personnel (including flight tickets and relevant charges& all required tool transportation) to and from Fields.
- Boarding, lodging and meals of service provider's at Fields.

CONTRACTOR

- Strict adherence with terms and conditions mentioned in the HSE & Security guidelines that shall be provided by the Company

Appendix E HSE - CR Guidelines

Refer to the attached HSE-CR Guidelines.

Appendix G Security Guidelines

Refer to the attached Security Guidelines.

Company Policies and Manuals

1. "eni Code of Ethics"
2. "Model 231"
3. "MSG Anti-Corruption"
4. "eni Guidelines for the Protection and Promotion of Human Rights".

The documents from point 1 to 4 are retrievable at the following websites: Suppliers>Tender>Company Policies & Models). Page 29 of 30

Approved By: Authorized Signatory

Contractor:

Signature: Shevaq
 Name (printed): Shevaq Arshad
 Title: Director
 Date: 28/12/18



Attachments:

| File Name | Description |
|--|----------------------------------|
|  Appendix E - HSE-CR Guidelines.pdf | Appendix E - HSE-CR Guidelines |
|  Appendix G - Security Guidelines.pdf | Appendix G - Security Guidelines |

Approved by: Authorized Signatory

Contractor:

Signature: _____

Name (printed): _____

Title: _____

Date: _____



Eni Pakistan Limited

ENI PAKISTAN LIMITED

SECURITY GUIDELINES FOR THE MAINTENANCE OF RADIO AND COMMUNICATION TOWERS AT ALL LOCATIONS OF ENI PAKISTAN

(FEBRUARY 2018)

| ACTIVITY | NAME | DESIGNATION | DATE | SIGNATURE |
|-------------|-------------------|--|--------|---|
| Prepared By | Hafeez Ahmad Khan | Security Coordinator (Field Operations) | Feb 18 |  |
| Approved By | Gavin D'Lima | Security Manager | Feb 18 |  |

S | E | C | 9 | 9 | - | H | O | - | I | N | - | G | D | - | 5 | 3 | 1 | - | 0 | 0



Eni Pakistan Limited

1.0 INTRODUCTION

The security practices and guidelines promulgated in this document have been designed to provide a satisfactory level of protection while affording minimum inconvenience or disruption during the work. It also sets out security requirements and standards that the bidders are expected to abide by and meet. The final contract awardees are expected to implement these as an acceptable standard during the execution of the works.

Contents of this document are liable to change from time to time with the overall change in security atmosphere, new risks and with change in policies and procedures of COMPANY.

2.0 SCOPE

These security guidelines have been prepared for use of all CONTRACTORs, SUB - CONTRACTORs or VENDORs who will access and / or work at COMPANY's locations.

3.0 APPLICABILITY

Procedures within these guidelines apply to all CONTRACTORs, and its SUB CONTRACTOR's or any other personnel working on behalf of the CONTRACTOR during the performance of all works with the COMPANY.

Use of the word **CONTRACTOR**, used hereunder applies equally to all such parties including service providers.

4.0 DEFINITIONS AND TERMS OF REFERENCE

COMPANY

Eni Pakistan Limited

CONTRACTOR

CONTRACTOR, SUB - CONTRACTOR and VENDOR

Locations

COMPANY location(s)

LEAs

Law Enforcing Agencies

POB

Persons on Board

Security

Security is the condition of being protected against danger or loss

Security Risk

Security risk means risk of loss, theft or sabotage to a security sensitive body/asset

Shall

Mandatory

Should

Recommended

5.0 GENERAL THREAT STATEMENTS ENI LOCATIONS

5.1. Karachi

Karachi, the capital of Sindh Province, is located on the coast of the Arabian Sea and the most populous city in Pakistan. This city is the financial and commercial center as well as the largest sea port of the Country.

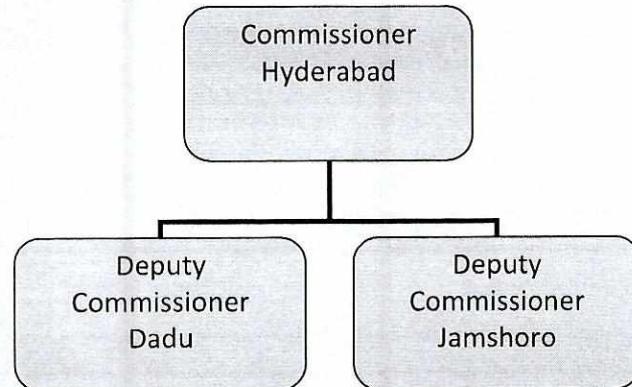
Karachi, as a principal metropolitan city of Pakistan, is being confronted with numerous deteriorating law and order issues. Most common of those is street crime with varying intensity. Other major crimes includes vehicle and cell phone snatching. It is relevant to mention that a number of individuals have been killed / injured while resisting armed bandits. The major factor contributing to the growing street crimes is an easy access to weapons. Heinous and armed conflicts amongst the gang war groups and practice of target killing of opponents by the nationalist political parties also pose a great security threat while moving in the city.

All developing societies confront the problem of accommodating a variety of groups that owe allegiance to ideologically conflicting views and Pakistanis no exception. Overall Karachi is an ELEVATED risk area

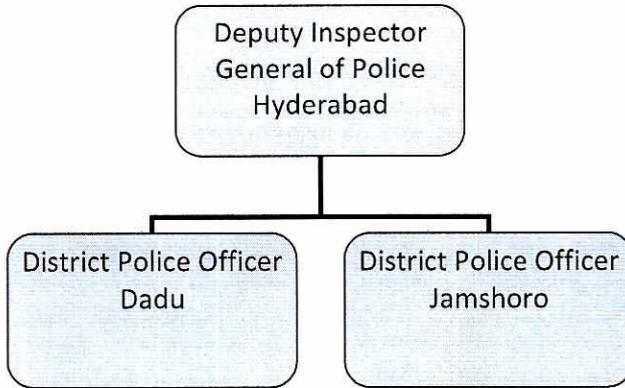
5.2. Bhit- Badhra

Bhit- Badhra Gas Field was inaugurated in October 2002 and is located in the Dadu and Jamshoro Districts. Besides lying adjacent to Sindh-Balochistan Border, it stretches along the Kirthar Range. Therefore, the Security and Administrative responsibilities are bifurcated under the jurisdictions of:

Administration



Security



The security risk at Bhit - Badhra is medium to high with threats of extortion, vehicle hijack, armed robberies and kidnap. Direct threat to COMPANY's operations is infrequent road blocks and petty thefts of light weight machinery that remain unguarded or stolen under the cover of darkness.

Since a large number of locals share their kinship in Balochistan, across Bhit- Badhra Mountains and their consequent movement across the inter-provincial border is a common phenomenon, therefore any spill over of the existing volatile law & order situation in Balochistan, can have serious effects on Bhit- Badhra Gas Field. Overall Bhit- Badhra Gas Field is an ELEVATED risk area

5.3. Sukhpur

The area of Sukhpur Block is divided into two compartments; i.e. the Western Part, area West of Indus River which falls in Jamshoro District and the Eastern Part, area East of Indus River which falls in the Nawabshah District. There are very few crossing places over River Indus and the activity would have to be conducted separately in both the compartments.

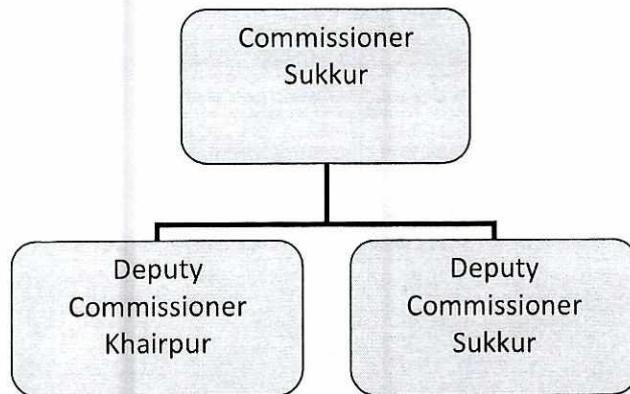
Being adjacent to Bhit, Badhra Gas Field, it is inhabited by almost the same tribes and thus shares risks similar to Bhit, Badhra Gas Field where COMPANY is operating for more than a decade. Hence medium level community issues may come across during the period of activity. Generally, the area is rugged, isolated, does not have a good communication infrastructure and has a thinner presence of the Law Enforcement Agencies. However, according to the local civil administration, there are no major security issues and the prevailing law & order situation is well within the manageable limits. Overall, Sukhpur Block is an ELEVATED risk area.

5.4. Kadanwari

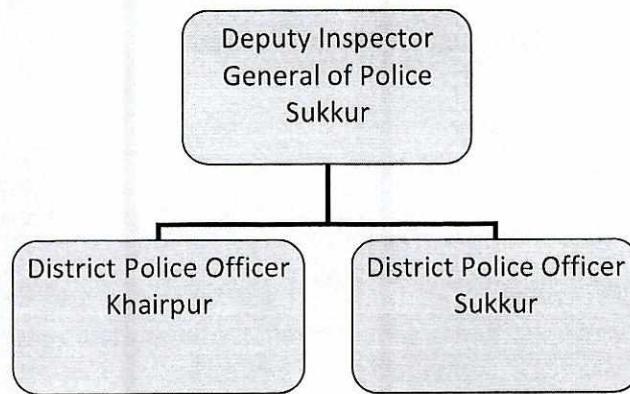
The Kadanwari Central Facility (KCF) is located approximately 100 km southeast of Khairpur District and 45km west of Pakistan's border with India. It lays approximately 2.5 hours road travel from Sukkur and is a one hour direct flight time from Karachi.

Therefore, the Security and Administrative responsibilities are bifurcated under the jurisdictions of:

Administration



Security





Eni Pakistan Limited

Kadanwari has been in production since June 1995 and is an established operation. The security risk exists with threats of vehicle hijack and armed robberies in and around the area. Overall, Kadanwari is an ELEVATED risk area.

*(Eni Pakistan Risk Rating Chart is attached as Appendix - 1)
(Map highlighting Eni Pakistan locations is attached as Appendix - 2)*

6.0 COMPANY SECURITY POLICY

The security policy of the COMPANY is to provide a safe working environment for all its personnel. Protect and secure COMPANY assets, and provide handy security guidelines to all CONTRACTORs who work with or provide services to the COMPANY.

7.0 SECURITY OF CONTRACTORS

The security of CONTRACTOR's and it's SUB CONTRACTOR's personnel, material and equipment or of any other personnel working on behalf of the CONTRACTOR during the performance of all works and services for the COMPANY and while travelling under COMPANY arrangements shall be the responsibility of the COMPANY.

CONTRACTOR agree to indemnify and hold COMPANY harmless from and defend the COMPANY Group against any and all injuries, death, damages, claims, losses, actions, arising out of or related to any alleged breach or lapse of security and safety of aforesaid personnel and material.

CONTRACTORs as well as their SUB CONTRACTORS' employees of all categories should comply with these guidelines and work rules. Regular inspections shall be made to verify compliance.

COMPANY assumes no liability for the provision of armed escorts during non-operational activities and movements. However, COMPANY advises that the CONTRACTOR should arrange their armed escorts for the security of CONTRACTOR expats during non-operational activities and movements.

8.0 SECURITY COVERAGE

The COMPANY shall provide security protection / services through its contracted security manpower, FCF, private company security guards and local police. Security manpower will be decided by the COMPANY after consideration to the security environment and availability of necessary security manpower protection of the CONTRACTOR / SUB CONTRACTOR / VENDOR (s).

9.0 PRE OPERATION SECURITY GUIDELINES FOR CONTRACTORS

The following are guidelines (the COMPANY advises), the CONTRACTOR must comply with before beginning work and during performance of the work in and around the area of operations:-

- Advise the relevant COMPANY management about the type of work to be undertaken, so that COMPANY management could coordinate well in advance with the civil and law enforcement authorities of the area of operations / work and take appropriate security precautions in accordance to the requirements.
- Avoid contact with or exposure to any undesirable persons in area of operations / work.



- Take all appropriate precautions as per COMPANY security policies and procedures for the security of manpower.
- The CONTRACTOR shall promptly inform the local authorities and the COMPANY for any incident related to breaches in safety or security involving equipment or personnel in the area of operations / work. The CONTRACTOR shall maintain relevant local and external emergency numbers handy at all times.
- The CONTRACTOR when employing staff must ensure that they have a credible background with no political affiliations and criminal milieus.
- All the CONTRACTOR(s) personnel working at the project are required to abide by the security policies and procedures laid out by the COMPANY.
- The CONTRACTOR and its SUB CONTRACTORs must not create security hazards for the COMPANY.
- CONTRACTORs shall avoid creating any conditions or situations directly or indirectly and shall ensure its SUB-CONTRACTORs or any personnel it employs do not create any such conditions or situations which cause disruption or disturbance.
- Take all appropriate precautions as per COMPANY security policies and procedures for deployment and control of security manpower.

10.0 VISITORS

It must be understood by the CONTRACTOR that the entry of personnel extraneous to operations is not allowed into the COMPANY areas. However, whenever unavoidable, CONTRACTOR shall take the COMPANY senior personnel onboard and ensure that visitors to their premises are supervised.

11.0 SECURITY INDUCTION

CONTRACTOR shall ensure that all new arrivals to the work site receive a comprehensive security induction and briefing by the COMPANY security representative. The visitor or new arrival shall only commence their work after having undergone the security induction. A written record is to be maintained of all security inductions to be carried out.

12.0 IDENTIFICATION

All employees of CONTRACTORs assigned to perform duties specifically associated with contractual agreements at the COMPANY site shall be identified by wearing the CONTRACTOR / COMPANY ID badge. The identification side of the badge must be visible at all times while performing duties at the work site. Security supervisors shall regularly check CONTRACTOR employees for their identification. CONTRACTORs or their employees who are found not wearing a badge will be asked to obtain one immediately.

CONTRACTORs should ensure that all CONTRACTORs and SUB-CONTRACTOR employees understand the policy and that badges are worn at all times by all employees. The badges should be retrieved from employees upon completion of their respective tasks.

All the CONTRACTOR personnel including drivers, etc visiting any COMPANY location / concession area should be in possession of valid original National Identity Card.

13.0 PROTECTION OF PROPERTY

The CONTRACTOR under the COMPANY security advice and supervision must agree to take full and proper measures to protect its area of operation, work from pilferage, local unrest, vehicle hijack, and armed robberies. Undesirable elements shall not be allowed to enter within or around area of operations / work.

14.0 LOSS AND DAMAGE TO PERSONNEL / PROPERTY

The CONTRACTOR and its SUB-CONTRACTORs shall be held liable for all damages to personal and property and / or loss as a result of its negligence to adhere to the security guidelines or non-acceptance to the COMPANY's planned security manpower.

15.0 POB LIST

The CONTRACTOR shall supply daily Personnel On-Board (POB) list to the COMPANY security representative in writing.

16.0 SECURITY ADVISORY

COMPANY shall provide assistance to CONTRACTOR, in an advisory capacity in the event of work stoppages, strike and civil strife. If and when the situation so demands the CONTRACTOR shall stop work immediately as and when advised by the COMPANY, for which the COMPANY shall not pay any standby charge for manpower personnel or machinery or for any loss or damage CONTRACTOR may incur during the time work is stopped.

17.0 CONTRACTOR EMPLOYEES CONDUCT

The CONTRACTOR shall ensure that their employees and their SUB-CONTRACTOR's employees conduct themselves in a proper manner while on the project and its adjoining areas. Gestures, remarks or anything else of a derogatory nature towards the locals or any conduct insulting the sentiments of the local community by the CONTRACTOR, its employees or SUB-CONTRACTOR will be sufficient cause for the permanent removal of such person from the premises. The COMPANY shall have a right to instruct the CONTRACTOR to remove such person at any time.

18.0 VEHICLES

CONTRACTOR's vehicles and machinery should have updated registration documents. Moreover, CONTRACTORs' vehicles must have CONTRACTOR's permit while the drivers should be in possession of valid driving license. These permits will allow driving in areas specifically designated for the work.

The night driving policy must be strictly implemented and no vehicle movement shall be allowed after sunset unless there is a grave emergency and adequate security measures have been put in place for such travel. For all night drivings, CONTRACTORs shall ask for written permission (unless an emergency erupts for that verbal permission is sufficient) from the COMPANY representative.

19.0 CONFIDENTIALITY

The CONTRACTOR has an obligation to maintain the confidentiality of information related to the COMPANY. Information pertaining to the COMPANY's business, assets, personnel, movements is confidential and must be protected. Violation will result in appropriate actions by the COMPANY.



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20.0 CRIMINAL INCIDENTS

It is the responsibility of the CONTRACTOR to report, in accordance with law, and records all criminal incidents at the earliest, so that appropriate measures may be taken to control any situation that may arise from the concerned incident.

21.0 ACCESSIBILITY TO SENSITIVE AREAS

The area of operations / work for CONTRACTORS and their employees may require them to enter or pass through local village areas connected to their work site. The CONTRACTOR is required to respect the sanctity of the locals' customs, culture and privacy when moving or working in or near such places.

The COMPANY has always maintained a policy of informing and obtaining permission from the local elders prior to commencement of work. Therefore, it is necessary for CONTRACTORS to contact through the COMPANY community relations advisors or representative to help gain access to these areas without violating access control measures or other sensitivity measures. CONTRACTORS who violate these controls may be confronted by local community, thus resulting in prevention of work, delays and interference. CONTRACTORS are advised to contact the COMPANY's community relations advisors or representative prior to entering these areas.

22.0 WILDLIFE / FISHING

Shooting or incarcerating wildlife like partridges etc is strictly prohibited at the COMPANY locations. Any of CONTRACTOR personnel found indulged in such activity shall be liable to strict disciplinary action.

23.0 FIREARMS POLICY

Possession, storage, or use of any kind of ammunition, firearms, and explosives (other than designated guards) on the COMPANY premises is strictly prohibited. Appropriate sanctions / disciplinary action for violations of this policy will apply.

24.0 TRAVEL SECURITY

Persons and equipment are exposed to a considerable level while traveling. It is therefore imperative to strictly follow the COMPANY security, administrative and HSE guidelines over travel management. However, following general points should be considered while traveling.

- Avoid high population areas, where possible.
- Use alternate routes to avoid high population areas.
- Instruct drivers to lock vehicles when stopped.
- Reinforce attendance and parking rules.
- Traveling in company is better than traveling alone.
- When driving, ensure that the vehicle doors are locked and the windows closed.
- Always carry your mobile telephone, with fully charged battery, in the vehicle.
- The vehicle should be driven at a steady speed and the inter vehicle distance should always be maintained.
- If something untoward appears to be taking place on the road ahead, stop and turn around before it is too late.



Eni Pakistan Limited

- Should you be a witness to an accident do not get involved, withdraw and make your way to a safe location.
- No night traveling unless an emergency erupts. In that case prior night move sanction shall be taken from Karachi office through the COMPANY security staff.

25.0 INQUIRIES & INVESTIGATIONS

Any infringements by CONTRACTOR's manpower identified by the COMPANY security representative against the COMPANY security practices and standards shall be investigated jointly by COMPANY and CONTRACTOR. Remedial action mutually agreed upon should be implemented by the CONTRACTOR.

If CONTRACTOR does not implement remedial action within agreed terms, COMPANY has the right to stop the contract forthwith.

26.0 FURTHER INFORMATION

Enquiries in relation to these guidelines, or any security matter involving the COMPANY security procedures and practices, should be directed to COMPANY Security Manager or Security Coordinators.

27.0 EMERGENCY CONTACT NUMBERS

The COMPANY's emergency contact numbers are given at **Appendix 3**.



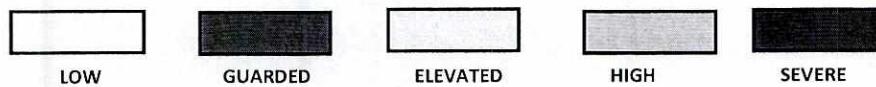
Eni Pakistan Limited

APPENDIX - 1

Eni PAKISTAN RISK RATING CHART *

| | SECURITY THREAT (SECUR) | SECURITY RISK (SRA) |
|--|----------------------------|------------------------|
| Karachi (city) | ELEVATED | ELEVATED |
| Bhit – Badhra Gas Field Districts Jamshoro & Dadu (Sindh Province) – Sharing border with Balochistan Province | ELEVATED | ELEVATED |
| Sukhpur Blocks District Nawabshah (Sindh Province) | ELEVATED | ELEVATED |
| Kadanwari District Khairpur (Sindh Province) | ELEVATED | ELEVATED |

RISK RATING COLOR CODING KEY



* THE RISK RATING WAS EVALUATED AT THE TIME OF MAKING THIS DOCUMENT. THESE RATINGS ARE LIABLE TO CHANGE FROM TIME TO TIME WITH THE OVERALL CHANGE IN SECURITY / POLITICAL CLIMATE

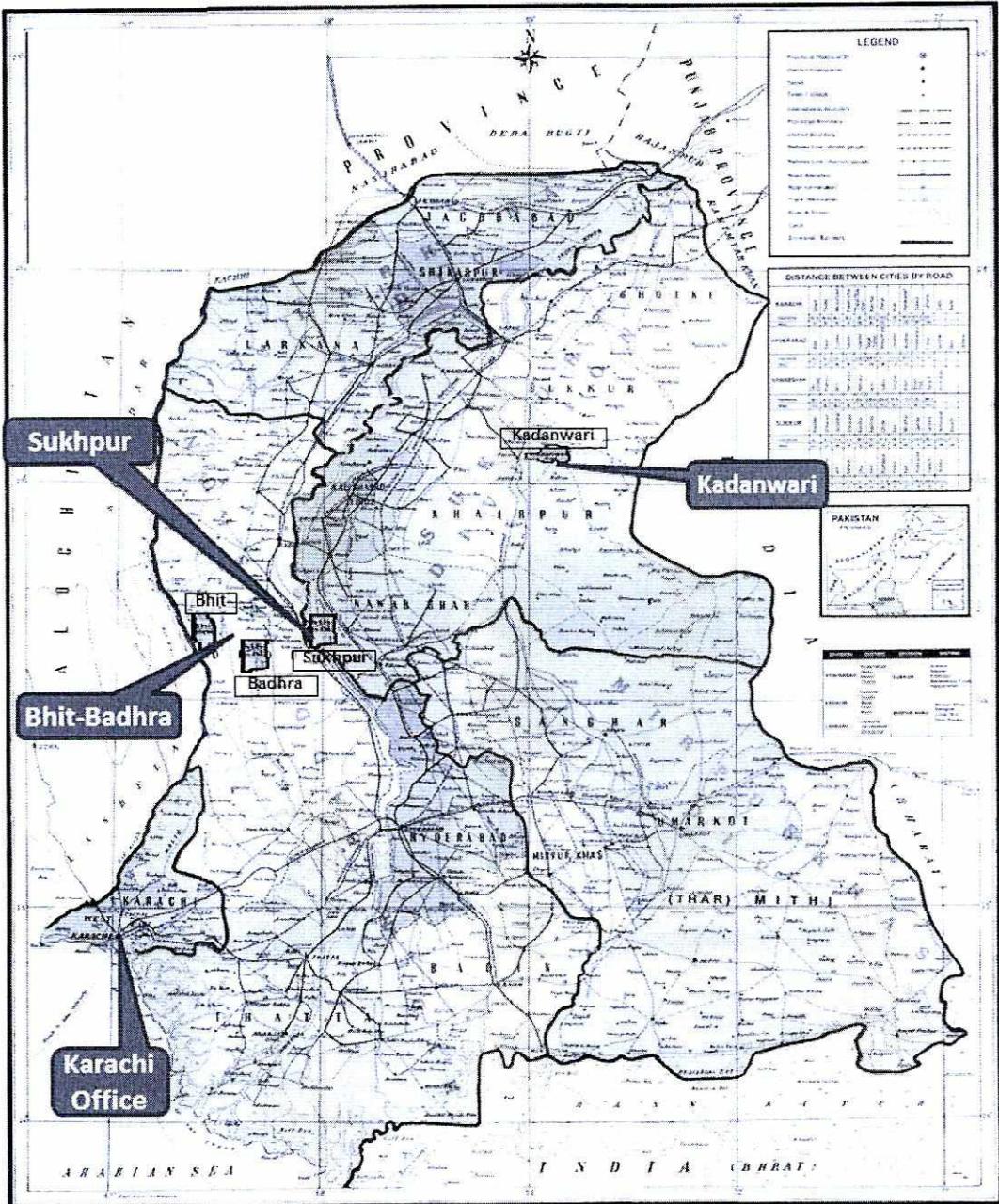


Eni Pakistan Limited

Security Guidelines
For The Maintenance of Radio and Communication Towers at All Eni Pakistan Locations
date of release February 2018
page 12 of 13

APPENDIX – 2

Eni Pakistan Locations





Eni Pakistan Limited

APPENDIX - 3

EMERGENCY CONTACT NUMBERS

- **Gavin Paul D'Lima** (Security Manager)
 - Office + 92 - 21 - 35828122
 - Mobile + 92 - 333 - 4900331
- **Major (R) Raja Muhammad Ashraf** (Senior Security Coordinator – Kci/lsb)
 - Office + 92 - 21 - 35828138
 - Mobile + 92 - 333 - 4900338
- **Captain (R) Muhammad Musa** (Senior Security Officer – Kci/lsb)
 - Office + 92 - 21 - 35828170
 - Mobile + 92 - 333 - 4900332
- **Major (R) Hafeez Ahmad Khan** (Security Coordinator - Field Operations)
 - Office + 92 - 21 - 35828167
 - Mobile + 92 - 333 - 4900337
- **Eni Karachi** (Operational 24 hours)
 - PABX + 92 - 21 - 35879951
- **Eni Radio Room** (Operational 24 hours)
 - Emergency + 92 - 21 - 35838401
 - + 92 - 333 - 4900444
- **Eni Security Monitoring Room** (Operational 24 hours)
 - + 92 - 21 - 35838404
 - + 92 - 333 - 4900335

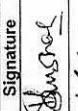
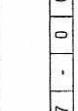


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**HSE-CR GUIDELINES FOR
RADIO & COMMUNICATION TOWER MAINTENANCE SERVICES
AT eni PAKISTAN LOCATIONS**



| Activity | Name | Designation | Date | Signature |
|-------------|-----------------|--|-----------|---|
| Prepared by | Syed Aibar Ali | HSE Advisor (Contracts & Projects) | 10/3/2015 |  |
| Reviewed by | Dr. S. Asad Ali | OH&MS Team Leader | 25/3/2015 |  |
| Reviewed by | Mohammad Qasim | Community Management Team Leader | 25/3/2015 |  |
| Approved by | Samir Wasim | HSE Team Leader (Operations) | 25/3/2015 |  |
| Approved by | Alberto Marcato | HSE-CR Manager | 25/3/2015 |  |

H | S | E | 9 | 9 | - | 0 | 0 | - | I | N | - | G | D | - | 0 | 7 | 7 | - | 0 | 0

1. INTRODUCTION

This document is being issued with the Letter of Invitation to Tender and Contract Document to provide the Radio / Communication Tower Maintenance Services at eni Pakistan Locations as per provided Scope of Work. It sets out the requirements for Health, Safety, Environment, and Community Relations (HSE & CR) that the CONTRACTOR is expected to meet and the final contract awardee is expected to implement as a minimum acceptable standard during the execution of the work.

The HSE requirements are detailed under specific subject headings and sub-headings with corresponding information / document requirements at each stage of contract such as tendering, contract award, execution, mobilization and demobilization (for field activities).

1.1 Scope and Objectives

The document is intended as guidelines for CONTRACTOR to prepare their bid in a manner that will allow eni Pakistan (herein after referred as COMPANY) to objectively evaluate their capabilities to meet minimum COMPANY HSE Standards. It does not absolve the bidders from their own HSE responsibilities and is not universal in nature.

CONTRACTOR shall provide suitable evidence to demonstrate for having a management system conforming to the COMPANY'S Health, Safety and Environment Standards and provide sufficient information along with necessary supporting documentation against each of the requirement of this document to show their capabilities for carrying out the scope of Contract. They shall also demonstrate their commitment in writing where necessary and required for complying with all conditions of this document.

CONTRACTOR, if fails to submit any of the documentation and / or evidence of having appropriate HSE system against any of the conditions of this document, shall be awarded negative grading during HSE evaluation of their bids which may result into disqualification of their bids / proposals.

COMPANY gives prime importance to HSE performance of its operations and expects same during execution of the service by the CONTRACTOR. In order to ensure excellence in the HSE performance under this Contract, COMPANY expects the CONTRACTOR to maintain a robust HSE system fulfilling all the health, safety and environment conditions as stipulated in this document.

2. HSE POLICY & COMMITMENT

CONTRACTOR will acknowledge COMPANY commitment to HSE Policy and its implementation and affirm that it has read and understood COMPANY HSE Policy (Annexure: C) and shall apply this policy during execution of job under this CONTRACT.

CONTRACTOR shall affirm that it has written HSE Policy of its own duly signed by its top management and that its policy is widely communicated and understood among its employees.

2.1 Responsibility for HSE Compliance

CONTRACTOR shall be responsible, through its own organization and its sub-CONTRACTOR, for applying all HSE-CR measures which have been required to be implemented during performance of its job under this CONTRACT viza-viz the compliance to national laws and regulations, industry best practices, COMPANY HSE-CR Requirements as stipulated in this document and such other requirements to which COMPANY subscribes to and which are applicable to the scope of work being under taken.

CONTRACTOR shall carry out the work in such a manner so as to prevent accidents/incidents and shall avoid such actions and practices which could jeopardize the health and safety of personnel, assets and the integrity of environment. COMPANY is ISO-14001 & OHSAS-18001 certified & gives prime importance to fulfill and implement the requirements of these standards through its own & contracted activities. Hence CONTRACTOR is expected to implement and comply with all requirements of these standards.

CONTRACTOR shall be responsible for assigning appropriate human resources having all competency and experience required for the performance of specific job under this CONTRACT.

CONTRACTOR shall be responsible to follow/comply the changes, if advised by COMPANY, in policies/ procedures/ guidelines during the entire execution period of contract. In case of non-compliance by CONTRACTOR and / or its failure to meet any of the conditions as laid in this document during performance of any of the activity under the Contract, COMPANY can use its own and/or 3rd party resources for meeting such requirements and shall charge the cost of such services back to CONTRACTOR. CONTRACTOR and Sub Contractor should be aware of HSE Disciplinary Policy attached as Annexure - A.

2.2 Interface with the COMPANY

CONTRACTOR shall, within the context of this work, identify a senior management person tasked to interface with COMPANY representative. The person shall hold sufficient authority to manage the entire CONTRACT and to organize the work, taking care that all information to and from the COMPANY is transmitted correctly.

3. PERSONNEL

All CONTRACTOR personnel involved for the performance of this scope of work shall meet the following:

3.1 Age Limit

The maximum allowable age limit is 60 years and any individual less than 18 years shall not be allowed to work as an employee.

In extreme cases when contractor intend to use the technical person over 60 years of age must have fitness certificate for carrying out the nature of job one is intended to be involved in and shall also get COMPANY approval prior to the start of job.

Medical Screening

CONTRACTOR shall submit the Medical Fitness Certificates of its Expatriate Staff / verifying them as medically fit for carrying out the job from any Standard Hospitals / Licensed Practicing Physician of their respective countries, to COMPANY Doctor at Karachi Office and shall seek prior approval and clearance for being medically fit for the specific jobs.

Medical screening is an obligatory requirement for CONTRACTORS staff. The medical tests should have been carried out with in period not more than a year before start of any activity under the scope of Contract. Medical reports will be submitted by CONTRACTOR to COMPANY Doctor at least one month before mobilization at site for verification purposes.

The staff whose services are intended to be used for the performance of any job under the scope of work referred herein above shall undergo the following medical tests.

3.2.1 Tests

| TEST DESCRIPTIONS | |
|---|--|
| Medical History (Annexure-B) | |
| Physical examination from approved hospital / Fitness Certificate | |
| Chest X-RAY (Acceptable if done within 6 months) for pre-employment medical | |
| ECG | |
| ETT (For Age 40 and above) | |
| CBC & ESR | |
| Hepatitis B profile(HBS Ag & Hep Antibody) | |
| Hepatitis C antibodies | |
| LFT | |
| Serum Creatinine | |
| Fasting Blood Sugar | |
| Blood Group | |
| Urine DR | |
| Audiometry (For field base staff) for periodic Medical | |
| Spirometry (For field base staff) for periodic Medical | |
| Additional tests | |

| For Drivers/Equipment Operators/Security Guards |
|---|
| Urinary Opiates & Cannabinoids |
| Eye Vision Test |

| |
|--|
| Note: 1. Validity period of Medical screening shall be for one year only 2. Pre-placements will also be done as per the above criteria 3. Medical fitness certificates from the below mentioned hospitals shall verify as medically fit for the nature of job a person intended to be |
| The above medical tests will be obtained from any of the following Hospitals • Aga Khan Medical University Hospital, Karachi • Liaquat National Hospital, Karachi • Ziauddin Medical University Hospital, Karachi • DOW University Hospital (OJha Campus) Gulistan-e-Johar Karachi • Isha Medical University Hospital, Hyderabad • Shifa International Hospital, Islamabad • Dr. Arifah Associates Health Services, Islamabad • Shoukat Khanum Memorial Hospital, Lahore |

| |
|--|
| The record of Medical fitness Certificates will also required to be produced at site to COMPANY'S Doctor. CONTRACTOR'S all personnel shall meet the following requirements: |
| • CONTRACTOR shall ensure that all its employees are physically and mentally fit for job |
| • CONTRACTOR must ensure that all its employees are not suffering from any contagious disease or suffering from such conditions which may develop into a medical emergency e.g. uncontrolled heart problems, uncontrolled diabetes etc |
| • CONTRACTOR must ensure that all its employees are not taking any contraband substances / drugs prohibited by Law |
| In case any crew person found to have been suffered from any contagious diseases during the delivery of his services shall be re-examined through COMPANY'S prescribed hospitals only at CONTRACTOR'S own cost |
| In case any medical treatment is required during the execution of service against this contract, it will be taken care through COMPANY'S prescribed hospitals only at CONTRACTOR'S cost |
| CONTRACTOR will conduct periodic annual medical screening of its employees for long term contracts at its own cost |
| CONTRACTOR shall prepare the fitness card (Annexure: H) of personnel involved in the execution of contract and present to COMPANY Doctor along with the Lab Tests and Medical Fitness Certificate for review and approve accordingly. |
| Medical History Form is attached as Annexure -B |

3.3 HSE Induction

CONTRACTOR shall ensure that all arrivals to the work site receives a comprehensive HSE induction briefing by COMPANY Field HSE Advisor immediately upon arrival at the work site and before these new arrivals commence work. The induction may include but not limited to Emergency response procedure, accident/ incident reporting & investigation procedure, available facilities at site, permit to work system etc.

3.4 Training & Awareness

CONTRACTOR shall be responsible for ensuring that all the personnel to be involved in the intended scope of work have requisite HSE awareness of all personnel including arranging Tool Box talks (for travelling hilly areas, road conditions and community sensitive areas), technical training and experience for carrying out specific job.

3.4.1 Supervisors

For supervisory staff, following trainings would include but not limited to:

1. HSE Supervision
2. HSE Risk Management (including both risk assessments and implementation of the risk reduction measures)
3. Awareness on ISO:14001 & OHSAS-18001
4. Emergency Management and Response

3.4.2 First Aid

At each work site, CONTRACTOR will ensure that at least one person for each 20 people has received training on First Aid & Casualty Handling and is in possession of a valid certificate from a recognized institute. First aid box should be available at each vehicle and work site.

3.3.3 Fire Fighting

At each work site, CONTRACTOR will ensure that at least one person for each 25 people has received training on Basic Fire Fighting. Fire extinguisher should be available at each vehicle and work site.

3.4.4 Awareness and Meetings

CONTRACTOR is responsible for maintaining and enhancing HSE awareness of all personnel involved in the performance of job under this Contract including arranging/ participate regular toolbox talks.

CONTRACTOR shall be responsible for holding HSE meetings on a regular basis. The frequency of meetings should be defined in CONTRACTOR HSE Plan and discussed in the pre-mobilization workshop. Records and minutes of such meetings shall be maintained.

3.5 Employees Working Hours

All the requirements of Pakistan Mines Act, 1923 and such other regulations and standards to which CONTRACTOR subscribes shall be applicable to CONTRACTOR and its sub-CONTRACTOR viz-a-viz the rules for working hours and compensation to the workforce for the performance of any work under the Contract.

In case of over time and/or daily working hours, no body shall be allowed to work for more than 12 hours a day including the period for rest, meal etc.

All public holidays compensated as overtime/ compensatory leave.

3.6 Staff Rota System

CONTRACTOR shall implement, for its entire staff working under this Contract, the rotational cycle at the ratio of 3:1 at the maximum stretch of 45 days on site following fifteen days paid leave.

3.7 Occupational Health & Hygiene

- CONTRACTOR shall ensure that its personnel shall maintain high standards of hygiene during the execution of the Contract
- CONTRACTOR will demonstrate that it understands the problems associated with working in the extreme weather conditions (hot or cold) and that it has adequate resources, plans and procedures in place to mitigate those affects
- CONTRACTOR should be able to demonstrate valid vaccination / immunization records against contagious and epidemic diseases for itself and/or its employees
- CONTRACTOR shall at no cost to COMPANY be responsible for the medical welfare of its employees
- CONTRACTOR shall take care of arrangements for medical attendance, treatment or hospitalization if and when necessary.
- CONTRACTOR will arrange suitable insurance coverage for medical contingencies.
- CONTRACTOR shall supply to its employees, at no additional cost to COMPANY, suitable prophylactics and inoculations against disease if necessary, and as required by prevailing conditions.

4 LEGAL AND OTHER REQUIREMENTS

CONTRACTOR shall be responsible to comply with all relevant National, Provincial and Local Laws, Labor Laws and Regulations as well as eni Pakistan HSE Policy and Procedures pertaining to scope and nature of work while carrying out any of the job under the Contract.



- 4.1 Reference Laws & Provisions**
- a) Occupational safety laws
- The Mines Act, 1923
 - The Regulation of Mines, Oilfields and Mineral Development (Government Control) Act 1948.
 - Pakistan Petroleum (production) Rules, 1986
 - Pakistan Petroleum (Exploration and Production) Rules, 1986
 - Sindh Wildlife Protection Ordinance, 1972
- b) Environmental protection laws and other relevant legislation
- Pakistan Environmental Protection Act, 1997.
- 4.2 Termination & Suspension**
- Any infringements by CONTRACTOR manpower identified by COMPANY of its HSE regulations and standards shall be dealt as per en i HSE Disciplinary Policy (**Annex: A**) If CONTRACTOR does not implement remedial action within agreed terms, COMPANY has the right to stop the CONTRACT forthwith.
- 4.3 Alcohol & Narcotics**
- CONTRACTOR manpower is required to comply with COMPANY Drugs and Alcohol Policy (**Annexure D**). Based on that policy / program, it shall be ensured that personnel do not, at any time, while traveling to or from or at the work, have in their possession or under influence of any contraband or alcoholic liquor, drug or other intoxicating substances.
- COMPANY reserves a right to subject all personnel deployed in the services of the COMPANY to drug test at anytime without prior notice.
- 4.4 Weapons, Arms & Ammunition**
- All firearms, ammunition, knives or any other type of weapon is completely prohibited on all en i Pakistan Limited Premises. This also applies to CONTRACTORS when they are on COMPANY'S Concession Area or have been developed for working under en i's contracts.
- Pets**
- CONTRACTOR and sub- CONTRACTOR personnel shall not be allowed to keep pets or other animals in their camps or on their work sites and shall not indulge in any activity of game and hunting of animals in COMPANY'S Concession.

- 4.6 Audits & Inspections**
- COMPANY reserves the right to carry out HSE audits and inspections as necessary and CONTRACTOR will cooperate in those inspections / audits.
- 4.7 en i Health and Safety Golden Rules (e-Gruvis)**
- CONTRACTOR shall be responsible for implementation of en i Health and Safety Golden Rules applicable to its scope of work.
- en i Health and Safety Golden Rules are as follows
1. Driving Safety
 2. Management of Change
 3. Lifting operation
 4. Fire Safety
 5. Work at Height
 6. Energized Systems
 7. Excavation Safety
 8. Permit to Work
 9. Health Management
 10. Personal Protective Equipment
 11. Confined Space entry
- 5. CONTRACTOR HSE PLAN**
- CONTRACTOR shall be required to develop and implement a activity specific HSE Plan for the management of all Health, Safety and Environment aspects of the contracted scope of work in compliance with COMPANY'S HSE standards, local laws & regulations industry Best Practices and standards of ISO 14001 & OHSAS 18001 applicable to scope of work.
- The objective of CONTRACTOR HSE Plan is to demonstrate adequately the CONTRACTOR'S organization and arrangements necessary for the implementation of its HSE Management Systems in accordance with COMPANY'S HSE Guidelines during execution of contracted scope of work. It shall describe and detail how the CONTRACTOR has planned to manage HSE aspects of job through the lifetime of the Contract. It shall focus on identification of specific HSE risks / hazards potentially involved in the job and the implementation of controls to eliminate / minimize such risks / hazards.
- 5.1 General**
- HSE Plan shall ensure that all aspects of operations involving any HSE risks are planned, programmed and carried out in accordance with Applicable Laws and International Standards.
- CONTRACTOR'S HSE Plan shall be prepared specifically for the scope of work within Contract and be updated as appropriate as and when necessary.
- A draft HSE Plan shall be submitted during tender phase along the bid.
- The final HSE Plan with Annexes shall be subject to COMPANY for review & approval and no activity should be started prior to approval form COMPANY.

COMPANY reserves the right to review any proposed amendments to the agreed plan which may be necessary as the work progresses.

The HSE Plan shall also be supported by:

- A detailed schedule of activities and milestones required to deliver health, safety environmental performance in a timely manner. All HSE activities and milestones shall be included within the detailed work schedule. The schedule shall be linked to CONTRACTOR'S overall schedule for the work.
- A comprehensive suite of project specific processes, and programs which cover all aspects of the work.
- Description and schedule of activities required for the identification, assessment and management of significant HSE risks associated with the operation.

5.2 HSE Plan Content

HSE Plan shall include the following as a minimum:

- CONTRACTOR's HSE policy and objectives
- Organization and personnel for the project: the Organization Chart shall focus on HSE roles and responsibilities (including CONTRACTOR'S key HSE resources, personnel in charge of critical activities, interfaces with COMPANY, sub-CONTRACTORS etc)
- Planning of activities (Work description, schedule with HSE milestones) required for the identification, assessment and management of the significant HSE risks associated with the work
- Project specific procedures (including Emergency Management): The HSE Plan shall identify and describe which procedures have to be issued/implemented to manage foreseeable risks, indicate an appropriate system for registering all potential risks and mitigate any possible related impact on the safety, environment and health
- Project Audit and Review Plan
- Mechanism for HSE statistics reporting
- Systems for proper selection of sub-CONTRACTOR or joint venture partners in order to ensure the compatibility and effectiveness of their HSE management systems with that of COMPANY and its own HSE Management System.
- CONTRACTOR shall require to seek COMPANY approval of HSE Management System and technical competency of sub-CONTRACTORS and / or joint venture partners to be involved for the full / partial performance of COMPANY's contracted scope of work
- A project HSE timeline to indicate when the various activities like audits, inspections, meetings, emergency drills, medevac drills, restoration, close out reports, etc are scheduled in the overall timeframe of the project
- System for Internal HSE audits and ensuring implementation of corrective actions following the audits, inspections and incident investigations findings
- Document Management System to effectively manage HSE statistics and performance data e.g. man-hours, incident / accident statistics, medevac, training hours, Environmental KPIs etc

It shall suggest existing and new controls to eliminate / minimize the overall risk factor.
 It shall assign the responsibilities for implementation of new controls as identified and agreed in Risk Assessment Session.

6.2 PRE-MOBILIZATION HSE & CR WORKSHOP

A pre-mobilization HSE&CR workshop shall be held at COMPANY's Karachi office prior to commencement of work. The objective of this meeting / workshop is to discuss and identify the HSE risks and hazards and other issues associated with the operation and ensure that all these are communicated and understood by all parties prior to commencement of the operation.

- The management and key personnel of all CONTRACTORS including any sub-CONTRACTOR and third party CONTRACTORS involved in the performance of any job which is carried out for the intended scope of work shall be required to participate in the Pre-mobilization HSE&CR Workshop. The following issues may be discussed in the workshop:

- Confirmation of COMPANY'S objectives and targets for the operation.
- Agreement on HSE plan and ensure that all HSE systems are in place.
- Roles and responsibilities of both COMPANY and CONTRACTOR personnel to be clearly understood.
- Confirmation of crew competence whose services are to be used during operation.
- Confirmation of the scope and schedule of HSE activities for example, HSE reporting, meetings, audits and reviews.
- Confirmation for compliance to requirements of applicable laws and regulations, requirements of regulatory bodies (if any) and implementation of mitigation measures and recommendations of Initial Environmental Examination (IEE), mechanism for implementation of Environmental Management Plan (EMP), Management of health in extreme weathers and other local health hazards.
- Heat Management
 - Snake bite Management
 - Climatic and seasonal considerations (desert storms, rains, heat stroke etc.)
 - Infrastructure (roads, bridges, utilities, etc.) and terrain conditions
 - Technical and HSE training program (Before & during Contract) including first aid, fire fighting, and survival techniques
 - Project Specific HSE Plan
 - PPE Requirements
 - Medical services
 - Employees medical screening requirements
 - Camp hygiene and maintenance
 - Audits and inspections frequency
 - Equipment and vehicles' fitness
 - Review of emergency response plans (including bridging document) and any third party interactions.
 - Management of sub-CONTRACTOR and mutual interaction and communication between CONTRACTORS.
 - Community Relations and economic opportunities to the local

- Transportation issues related to mobilization and demobilization of loads and equipment.
- Minutes of this meeting with agreed action items will be given to all participants and action parties.

6.3 Risk Assessment

A joint project specific risk assessment shall be carried out involving COMPANY representatives, management and key personnel of COMPANY, CONTRACTOR, sub-CONTRACTOR and all 3rd parties whose services will be used for the performance of any of the job especially under the Contract while focusing the potential risks and hazards especially in critical aspects of the operation.

Some of the potential risks and hazards involved in the operation are:

- Heat stress
- Snakes/bites/ Scorpions
- Dehydration
- Electrocution
- Work at height
- Falling hazards
- Tripping Hazards
- Heavy Load lifting
- Waste Management
- Mobilization and Demobilization
- Heavy vehicular movement
- Interfaces of different companies with each other

7. PERSONAL PROTECTIVE EQUIPMENT

CONTRACTOR shall be responsible to provide and ensure that all personnel at work site wear appropriate Personal Protective Equipment (PPE), minimum ANSI Standard or equivalent, relevant to their nature of job. This requires:

- Assessment of the type and quantity of PPE required
- Issuance of required PPE to all staff
- Continues on-site monitoring program to ensure effectiveness of PPE

All persons engaged in operations where they are exposed to risk of injury or disease shall use suitable protective clothing and equipment. Such clothing and equipment shall depend on nature of job and hazards to which one is exposed to.

CONTRACTOR shall ensure that all personnel and visitors shall wear such equipment in the appropriate circumstances, even if not actively engaged upon the work.

8. EQUIPMENT & TOOLS

Contractor will obtain at its own cost "3rd Party fitness certificates" for equipments & Tools which will be used during its scope of work at eni Work site locations.

8.1 General

- The equipment and tools are to be maintained in a professional manner as dictated by legal and industry standards
- Locations of such equipment & Tools must be clearly marked and they should be readily accessible to all persons
- All users of plant, tools and equipment are being trained, experienced and where necessary, licensed and certified. All should have the basic knowledge about procedures to be followed in the event of fire
- Every power- driven machine should be provided with adequate means, immediately accessible and readily identifiable to the operator, of stopping it quickly, and preventing it being started again. In the case Power Hand tools, this shall be of an automatic or "dead-man-switch" type
- All defected tools should be immediately removed from site

a) Electrical Equipment

- Electrical hand-held equipment shall be appropriately connected to an external supply with Earth Leakage Circuit Breaker (ELCB).
- All accessories and connections will be intrinsically safe (If there is a chance of presence of flammable gases in the atmosphere).
- Contractor should ensure that all portable equipment is disconnected from the power supply when not in use or during the maintenance
- All flexible cables shall be of industrial grade, in good and safe working condition. Taped joints in cables shall not be permitted and plugs will always be used in power sockets. The cables shall be protected against damage, no splice allowed in power cables.

9. PERMIT TO WORK

CONTRACTOR shall ensure proper implementation of Permit to work system which may include the following nature of jobs but not limited to:

- Cold Jobs
- Electrical Jobs
- Work at Height
- Excavation
- All PTW forms shall follow a formal numbering/ registration system.
- All PTW forms shall be properly filled in
- All PTW forms shall be formally closed on time.

10. FALL PROTECTION

- Proper scaffolds to be in place for work more than 2 meters height. CONTRACTOR'S competent person will inspect and approve the scaffolds prior to starting of the activity. Straight ladder will not be allowed to perform any work except access to height. Only Inspected Harness Belts should be used where required
- Trained and competent riggers shall be used for climbing on tower or any other work at height activity.

CONTRACTOR will make all necessary arrangements to avoid fall of personnel, objects and materials/tools/equipment.

11. CAMP HSE REQUIREMENTS

- CONTRACTOR should follow the standards and rules established by COMPANY.

12. ENVIRONMENTAL GUIDELINES

eni Pakistan is an ISO 14001 certified and all CONTRACTORS are expected to buy in to our vision and philosophy on Environmental Management and work with us on achieving the goals. CONTRACTOR shall pay consideration to the environment by acting to preserve air, water, animal & plant life and proper waste management as per COMPANY Integrated Waste Management Procedure.

13. EMERGENCY RESPONSE PLAN

A situation arising out of sudden and unexpected incident(s) at a location that warrants immediate response in order to mitigate the impact of damage caused to people, asset and environment due to that incident and bring the location back to the normal state. An emergency situation can turn into a major incident and crisis if not managed properly. The CONTRACTOR shall be required to follow the applicable site emergency Response Procedure.

13.1 Medevac & Contingency Planning

- In case of serious injury or illness Medevac by air may be arranged by COMPANY at the cost of CONTRACTOR
- A bridging Document will be developed by eni Pakistan HSE at pre-mobilization stage to define interface with COMPANY Medevac and CONTRACTOR Medevac.

14. INCIDENT/ACCIDENT INVESTIGATION & REPORTING

- CONTRACTOR shall report all accidents and incidents immediately to the COMPANY according to COMPANY'S Accident Incident Reporting & Investigation Procedure.
- CONTRACTOR will be required to implement corrective measures that arise from the accident investigation

15. COMMUNITY RELATIONS

15.1 COMPANY CR Policy & Commitment

eni Pakistan, being a socially responsible entity, believes that local communities are very important stakeholders. Maintaining peaceful and congenial relations with communities is fundamental to its social commitment. It makes sure that the communities living in and around the operational areas are given reasonable job opportunities.

We seek to enhance the quality of life of people of the communities where eni Pakistan has a significant presence or interest. With the integration of corporate citizenship as a strategic component of business practice, it is our goal to be viewed and perceived

- among all stakeholders as a good neighbor, caring employer and valued partner. In general the following points underscore our commitment towards Social Responsibility:
 - Our working practices and activities should reflect our commitment of being socially responsible and community-caring COMPANY
 - Our activities should not be in total isolation from the communities
 - Our presence should demonstrate the evidence of being good neighbor
 - Our field personnel should respect local cultures and traditions
 - Our objective is to be a strong community contributor and to behave ethically
 - Our operations should avoid causing any damage to the environment and properties of the communities
 - Minimizing the impact of any damage caused to the environment, property infrastructure and business/trade of the communities
 - Our operations should avoid the social and economic displacements of the communities
 - Minimizing and eliminating the impact of any social or economic displacement of communities caused due to our operations, if unavoidable then properly compensate them.
 - Preference to the local communities while procuring manpower and ancillary services, materials and other kinds of consumables which are available in the local or nearest markets, etc.
 - Sustainable development and participatory approach for bringing lasting benefits and opportunities to communities.

15.2 Community Relations Guidelines

eni Pakistan being a corporate social responsible entity commits to provide maximum employment & economic opportunities to the communities of its operational areas. It believes that CONTRACTORS are integral part of its community relations' efforts and plays major role in maintaining a harmonious and friendly social environment. They often become the face of the COMPANY while coming in close contact with communities. In order to align CONTRACTORS' community relations approach with that of its own, Eni Pakistan has instituted a set of guidelines to be complied by all CONTRACTORS working for it.

- 15.3 **Community Relations Management**
- The responsibility of handling day to day affairs and such other matters which emanate directly or indirectly from the activities involved in the contracted scope of work shall be of COMPANY in its area of D&P lease.
- CONTRACTOR shall be responsible to handle community issues outside of COMPANY D&P lease area, during mob and demobilization of equipment, material, and any kind of transport to and from site.
- No compensation for idle time will be given to the CONTRACTOR for any purpose/stoppages due to community related issues outside of COMPANY D&P lease.
- CONTRACTOR shall bear all the idle time cost in case of stoppages due to community related issues outside of COMPANY D&P lease

15.4 Employment & Economic Opportunities

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- CONTRACTOR should develop community friendly policies to encourage local employment and small business opportunities.
- While adhering to the standard(s) and quality required of eni Pakistan's CONTRACTORS (including sub-CONTRACTORS), including all the obligations under their contract with eni Pakistan related thereto, in its full and proper performance under the said contract, CONTRACTOR and its sub-CONTRACTORS for the performance under its said contract shall ensure that:
 - All unskilled workers shall be recruited from the local surroundings and/or community of the areas of operation.
 - A quite good number of skilled and semi-skilled workers should be recruited from the local surroundings and/or community of the areas of operation.
 - Measures are taken for capacity building of local community through enhancing the expertise and providing opportunities for the training of local people in the fields especially specific to the scope of work.
- CONTRACTOR shall make all reasonable efforts to procure from local CONTRACTORS such services as are required and are being provided by local CONTRACTORS in the local surroundings and/or community of the area of operations.
 - Preference will always be given to the local CONTRACTOR for services, if equally (or more) competitive than a national CONTRACTOR for any particular service procured.
 - In all work related activities, CONTRACTOR (including Sub-CONTRACTORS)
 - must also use reasonable efforts to acquire supplies/materials (consumables, etc.) which are available in the local surroundings and/or community.

15.5 Work Practices

- CONTRACTOR shall comply with the relevant labor laws of the country and follow fair labor practices.
- CONTRACTOR must ensure that the salaries & other dues of all especially local employees, sub-CONTRACTORS (if hired) etc are paid well within the time agreed with them.
- CONTRACTOR shall be required to make all the payments and compensations with regards to any service taken from local community within stipulated period of time.
- CONTRACTOR must ensure that all norms and standards generally required of eni Pakistan CONTRACTORS are being practiced in provision of food, wages, PPE and work timings and to ensure that justice and equity is being practiced while provision of the above.
- CONTRACTOR shall be required to fulfill all its liabilities and commitments with regards to the matters related to community before demobilization.
- CONTRACTOR shall ensure that they (and/or their sub-CONTRACTOR) cause no damage to the local environment, water-ways (flowing or dry), footpaths, roads, animal life, standing crops / trees etc. If any accidental or incidental damage is

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caused then such damage shall be immediately repaired and any disturbance should be amicably and reasonably compensated, in consultation with eni Pakistan.

- CONTRACTOR shall be required to execute in black & white all the agreements with community vis-à-vis hiring of equipment vehicles/transport or hiring of any services through local CONTRACTORS.
- CONTRACTOR should not unnecessarily raise expectations of community, which may cause unreasonable and excessive demands by the community

15.6 CR Reporting

CONTRACTOR shall be required to submit daily report/weekly/monthly to COMPANY'S Representative specifying the following:

- Number of jobs offered to the local community and their wages. This shall specify separately the names and trades of skilled, semi-skilled and unskilled jobs offered to the people of local community or surrounding areas of the operation.
- Number of economic opportunities and their volume and their comparative ratio offered to the community
- CONTRACTOR at the close of project should provide clearance certificates of dues etc from local CONTRACTOR against the services received.

15.7 Land Usage Guidelines

- Unauthorized land usage shall not be allowed outside the fence.
- CONTRACTOR shall not use any land for stacking, piling of any material outside the fence.
- Cost of any unauthorized additional land usage shall be borne by CONTRACTOR.
- CONTRACTOR shall settle all the land claims relate with their activities.

HSE DISCIPLINARY POLICY

In executing all contracted jobs, Contractors are committed to apply and require their Subcontractors to satisfy the following:

- The Country Laws for Safety, Health and Environment Protection
- The Company Contract Requirements and Obligations
- The Company "HSE Policy"
- The Company "Sustainability Policy"
- The Company "Drug and Alcohol Policy"
- The Company "HIV/AIDS Policy"

Any violation committed by Contractors and Subcontractors to the above listed requirements is subject to disciplinary actions as detailed in this document, and in the Contract; all the relevant subcontractors shall be informed of the relevant general terms, be fully obliged to use Contractors and Subcontractors themselves.

In addition, as a consequence of violations committed by Contractors and their Subcontractors, and disciplinary measures adopted in this respect, Company Representative keeps the right to formally issue negative feed-backs that will affect the Contractor's integrated qualification rating of its Subcontractor should the latter be submitted to the Company's qualification process.

On the contrary, should Contractor proactively comply with the Company HSE Integrated Management System principles and requirements to an extent that its own HSE System is aligned with ISO9001, ISO14001 and ISO45001 standards, Company will send a positive feed-back to eni that will positively affect the Contractor's integrated rating.

a) Worker's dismissal

a.1) Contractor, having informed the Company Representative, will remove the worker/s within 24 hours from the workplace immediately

a.2) the Company Representative, being Contractor's agent, will dismiss the workers and/or Subcontractors from the workplace immediately

It is applied when:

1. Contractor/Subcontractor (CS) worker has omitted to report potentially dangerous occurrences from safety, health and environment point of view or defective/inadequate tools and equipments;
2. CS worker has removed safety control devices and warning signs;
3. CS worker does not have his nominate;
4. CS worker is carrying out work without Country Permit;
5. CS worker is carrying out illegal or permitted works without work permit or in conflict with permit to work;
6. CS supervisor has required workers to return to work under situations of relevant and immediate risks;
7. CS worker does not comply with direct supervisor or Company Representative instructions;
8. CS worker has carried out his job with equipments or in presence of chemicals without adoption of due precautions;
9. CS worker has omitted to don personal protective equipment provided by his Employer;

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Annexure-A



10. C/S worker/supervisor has omitted to inform Company on every injury, incident or significant near miss;
 11. C/S worker is without fit-for-work certificate;
 12. C/S worker omits to display his identity badge;
 13. C/S supervisor's competence is not formally substantiated;
- In the occurrence of situations under points 1 to 10, the disciplinary action remains active until Contract validity has expired; in these cases, Company deserves all rights to implement further actions/measures. In the occurrence of situations under points 11 to 13, the disciplinary action remains active until a safe condition, as was prior to the violation, is restored.
- b) Interruption of contracted activities**
- a) Contractor, having informed the Company Representative, is requested to interrupt activities until safe, healthy, environmentally sound and secure conditions are restored

- c) Interruption of contracted activities**
- a) Contractor, having informed the Company Representative, is requested to interrupt activities until safe, healthy, environmentally sound and secure conditions are restored
- d) It is applied when:**
1. Contractor/Subcontractor (C/S) supervisor omits supervision;
 2. C/S supervisor's lack of training and competence has been ascertained;
 3. C/S management omits to organize a firefighting/emergency team including first aiders;
 4. C/S management has omitted to designate members of the emergency team and to submit the relevant training certificates to the Company;
 5. C/S management has omitted to define and provide personal protective equipment that are suitable for the activity to be performed at the workplace;
 6. C/S management has omitted to designate an HSE function assigned to the activities to be carried out at the workplace, and to ensure its training and competence are adequate;
 7. C/S management utilizes at workplace equipment/plans that do not meet safety norms and standards (i.e. unsuitable for the hazardous area classification, unsuitable for the activity that they are intended for, uncertified or with expired certification, visibly poor from a maintenance point of view);
 8. C/S management do not implement actions finalized to protection of the environment (soil, underground water, surface water, etc., when performing activities that may potentially cause impacts);
 9. C/S workforce acts in conflict with environmentally sound practices, with implication for the environment itself and/or health of workers and the public.

c) Sending a letter to Contractor Management

- Company will send a letter of complaint to Contractor Management and, in parallel, a negative feed-back to eni aimed at updating the status of Contractor integrated qualification rating.
- Activities covered by the Contract will be suspended until Contractor Management has replied with a formal Action Plan that Company and, eventually, eni have considered to be suitable and effective.
- d) It is applied when:**
1. Situations like those described in a) and b) are recurrent and Contractor omits to provide information as per points a)1) and b)1);
 2. There is evidence that the Contractor/Subcontractor (C/S) Management has omitted to deliver HSE training to its employees;

| | | | | | | | | | | | | | | | | | | | | |
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3. C/S Management has deliberately omitted to cooperate with Company and other Contractors in safety matters;
4. C/S Management has deliberately omitted to provide information about risks originated from Contractor's activity that can interfere with Company and other Contractors' activities;
5. Contractor Management has omitted to verify that its Subcontractors are fit-for-work in the activities assigned to them;
6. C/S Management omits to deliver suitable information to workers exposed to major risks;
7. C/S Management has omitted to assign the execution of hazardous works to demonstrably expert workers and to carry out a medical surveillance program for them;
8. C/S Management has assigned duties/workloads to workers that are irrespective of their fitness-to-work profile;
9. C/S Management does not report either injuries with more than 1 day out of work occurred at Company site or external prognosis and close-out certificates;
10. There is no evidence that Contractor Management has carried out at least one HSE meeting with all staff and Subcontractors in order to discuss risks and training programs connected with the specific Contract;
11. C/S Management has omitted to provide all workers with identity badge;
12. C/S Management does not submit data for elaboration of injury trends (worked hours, average workforce, etc.) on a monthly basis.

d) Formal summons of Contractor to the eni E&P Division Head Office

- Company will formally summon Contractor Management to the eni Head Office, for a meeting that can be attended by the Vice President of the Professional Area of the Contract, Owner, the HSE Vice President and the Qualification, Department, or the eni Procurement Directorate, whenever Contractor receives a warning about the real possibility that its entire business with eni worldwide may be jeopardized.
- It is applied when:**
1. Situations like those described in c) are recurrent;
 2. Contractor Management has omitted to organize at least one HSE meeting with all staff and Subcontractors in order to discuss risks and training programs connected with the specific Contract


GIORGIO GUIDI
 Managing Director
 April 2014

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Annexure-B

2. YOUR PERSONAL

PART A
MEDICAL HISTORY FORM
 (To be completed by the Contractor employee)

Type of examination (circle one):

| | | | | |
|----------------|----------|---------------|----------------|----------|
| Pre employment | Periodic | Pre placement | Pre assignment | Pre exit |
|----------------|----------|---------------|----------------|----------|

INSTRUCTIONS

As part of the appointment process, it is necessary for the Contractors to undergo a medical examination. This is part of a process to confirm that you are medically fit to perform the inherent duties of the position for which you have applied for / assigned for, and to help guard against work-related illness and injury occurring subsequent to your employment.

The medical examination takes into consideration information provided by yourself about your medical history in this Form. Information on this Form will be kept strictly confidential and remain the property of the appointed Hospital and the company.

Please take this completed Medical History Form to the physician when you go for your medical examination.

1. YOUR DETAILS

Dr/Mr/Ms/Mrs
 (Last name)
 (First name)

Date of Birth

Sex (circle one)

Male / Female

Job assigned/applied

Head Office / Islamabad office / Field site
 (Specify e.g. Bldg, offshore
 etc.....)

Job Location (Circle one)

Residential Address

Telephone

(Home)

(Work)

Date and place of last medical examination

| Hazard | Yes/No | Normal/Abnormal | State when and where. |
|---------------------------|--------|-----------------|-----------------------|
| Noise | | | |
| Ionizing radiation | | | |
| Electromagnetic radiation | | | |
| Asbestos | | | |
| Benzene | | | |
| Hydrocarbons | | | |
| Other Chemicals | | | |
| Skin Irritants | | | |

5. Do you drink alcohol?
 Yes / No
6. For how long have you been consuming alcoholic beverages?
 Years
7. How much alcohol do you have a week?
ml

3. Occupational Health History

11. Do you suffer from any phobias?
 Yes / No
12. If yes, does this concern flying, confined space, fire, water, heights, other?
 Specify:

place, severity etc.).

17. Have you used protective clothing, safety glasses or hearing protection?

Yes / No

Please specify time, duration, place and type:

.....

18. Have you ever developed any medical condition in connection with your occupation?

Yes / No

19. If so, please give details e.g. hearing loss/skin condition/ wheeze/ backache/ muscle strain/ blood disease?

.....

20. Have you suffered any industrial injury?

Yes / No

21. If so please give details:

.....

22. Have you ever been rejected from employment on medical grounds?

Yes / No

23. Have you received compensation, or is there any industrial claim pending?

Yes / No

24. Have you even been medically evacuated from a remote installation?

Yes / No

5. Your Medical History

a) Do any of the following affect you or have affected you in the past: (circle 'Yes' or 'No' for each)

| Eye/vision problem | Yes / No | Hearing problem | Yes / No |
|-------------------------|----------|--------------------------|----------|
| Ear/Nose/throat problem | Yes / No | Ear surgery | Yes / No |
| Wheezing/Asthma | Yes / No | Tuberculosis | Yes / No |
| Other lung complaint | Yes / No | High blood pressure | Yes / No |
| Stroke | Yes / No | Heart trouble/chest pain | Yes / No |

c) Have you been immunized against the following? (Circle yes or No for each)

| Immunized against: | Date Immunized on: | Place Immunized at: |
|--------------------|--------------------|---------------------|
| Tetanus | Yes/ No | |
| Diphtheria | Yes/ No | |
| Hepatitis B | Yes/ No | |
| Hepatitis A | Yes/ No | |
| Typhoid | Yes/ No | |
| Other: (details) | | |

d) Are you currently using any regular medication (prescription or non-prescription)?

Yes / No

Specify:.....

g) Are you allergic to anything?

No

If yes, please Specify:

.....

h) Are you aware of any medical conditions which may prevent you from performing your duties in a satisfactory manner in the position to which you are to be appointed? If so, please state them.

.....

i) Do you suffer from any permanent disability?

Yes / No

j) Do you feel healthy and fit to perform the duties of your designated position?

Yes / No

6. Declaration:

I declare that the above statements made by me for the purpose of my medical examination are true and complete. I understand that any false statements shall be considered sufficient grounds to disqualify me from employment and that I have not knowingly withheld any information relevant to the medical assessment.

Examinee's Signature: Date:

Indicate "Normal" and "Abnormal" for each of the following condition. Please provide detailed description of abnormal findings and supplemental testing:

| CHECKLIST | N | A | DESCRIPTION OF ABNORMAL FINDING AND / OR SUPPLEMENTAL TEST |
|---|---|---|--|
| SKIN ▪ Colour / texture (lesion, scars etc) | | | |
| HEAD / EYES ▪ Cornea, Pupil, Fundi etc | | | |
| EAR / NOSE / THROAT / MOUTH | | | |
| ▪ Pinna / Canals / TM ▪ Nasal septum / ▪ Mucosa ▪ Tongue / Palate ▪ Teeth/ Gums | | | |
| NECK / NODES | | | |
| ▪ Bruit ▪ Thyroid | | | |

| OTHER SYSTEMIC EXAMINATION | | | |
|---|--|--|--|
| <ul style="list-style-type: none"> ▪ Neck Nodes ▪ Inguinal / Axillary Nodes | | | |
| CHEST / LUNGS | | | |
| <ul style="list-style-type: none"> ▪ Auscultation | | | |
| CARDIOVASCULAR | | | |
| <ul style="list-style-type: none"> ▪ Pulses: Radial / Femoral / D. Pedis / Tibial ▪ Heart Sounds (murmurs) ▪ Heart Rate and rhythm | | | |
| ABDOMEN | | | |
| <ul style="list-style-type: none"> ▪ Hernia ▪ Bowel Sounds ▪ Liver / Kidney / Spleen ▪ Masses | | | |
| MUSCULOSKELETAL | | | |
| NERVOUS SYSTEM | | | |

| MEDICAL EXAMINATION REPORT / REMARKS | | | |
|--------------------------------------|--|-----------------------|-------|
| | | PRINT PHYSICIAN NAME: | DATE: |
| SIGNATURE OF EXAMINING PHYSICIAN: | | | |

PART C
Medical Fitness Certificate

- Full Name: (Mr. / Mrs. / Ms.).....
 Job assigned/applied.....
 Date of Medical Examination:
- Work location: Office
 Offshore/Remote site
 Office, but occasional travel to Offshore/Remote site (less than 2x per month or 4x per year)
- The above person is hereby declared:
- () Fit for Offshore/Remote Site work
 () Fit for office work (and remote site visits of less than 72h duration and not more.
 () Temporary unfit for offshore/remote site work
 () Temporarily unfit for office work (and remote site visits of less than 72h duration)
 () Fit to return to work
 () Unfit for offshore/remote site work
 () Unfit for work in this organization

Particular comments & recommendations from examining medical doctor

- () Should follow-up with doctor inmonth (s)
- () Should follow-up with doctor as soon as possible
- () Other:

Verified by:.....
Signature:.....
Date:.....

Annexure-C

eni Pakistan Limited HSE POLICY

In conducting its business and operational activities in line with our code of ethics, procedures and sustainability principles, eni Pakistan will promote and pursue excellence in:

- The protection of public safety and health of our workforce and the people who are or could be impacted by our activities;
- The protection and promotion of human rights, the economic and social development of local communities;
- The protection of the environment and the conservation of biodiversity and ecosystems;
- The continuous improvement of the quality of processes, services and products of its activities, and operations, as essential elements to ensure the sustainability of the Company's business.

eni Pakistan Limited is committed to:

- Achieving continuous improvement in Health, Safety and Environmental performance through implementation of HSE integrated management systems for all our projects and operational activities;
- Establishing accountability and responsibility for HSE within operational line management and promoting the full involvement of all employees and contractors in translating the HSE policy into practice in the management of all HSE aspects relevant to our activities and the observance of Human Rights;
- Acting in compliance with all relevant regulations and laws enforced domestically and internationally where we operate, and to the application of responsible standards where laws and regulations do not cover all HSE aspects;
- Working with Regulatory bodies and others to develop responsible regulations and standards;
- Working with stakeholders to identify requirements and address these in a cooperative manner;
- Identifying, evaluating and mitigating the risks and impacts associated with our activities by formal documentation, by adopting the most advanced principles and best practices, by implementing all preexisting measures, ensuring conditions are safe and healthy, and to prevent and attenuate the impacts of activities on the environment;
- Establishing the selection and management processes for purchase, supply and contracting of goods and services that suppliers and contractors HSE standards are consistent with our own;
- Achieving continuous improvement of our business processes, in compliance with defined strategic goals and objectives, aiming for technological excellence in every field of activity;
- Seeking economic ways to minimize the environmental impact of our operations making all viable efforts to reduce waste, to conserve resources and biodiversity and to prevent pollution;
- Clearly defining and effectively communicating the Corporate Social Principle by which we operate;
- Developing and maintaining knowledge throughout the organization, by communication of information and through education and training of our staff;
- Developing, maintaining and testing effective contingency plans;
- Measuring and analyzing our HSE performance and the implementation of management systems to ensure adequate feedback of information to facilitate continuous improvement

In this manner we aim to go beyond legal compliance to become a Health, Safety and Environment leader in our industry.


GIORGIO GUIDI
Managing Director
November 2013

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Annexure-D



eni Pakistan Limited

DRUGS & ALCOHOL POLICY

The abuse of drugs and alcohol or other substances are incompatible with a safe and productive work environment. The objective of this present policy is to define basic requirements to mitigate possible impacts on the business from substance abuse. Compliance with this policy is a condition for employment and access to Company premises, and facilities during or other than normal working hours.

The following measures must be respected in compliance to this policy:

The possession, consumption or distribution of drugs or misuse of other substances, while on Company provided premises or while engaged on Company's business, is prohibited. Controlled use of medicines is admitted only under medical prescription and after the authorization of the Company Doctor.

The possession and/or consumption of alcohol on Company premises is prohibited, except management's duly approved social gatherings in specified areas (other than Company premises) where alcohol may be used under the national laws and regulations.

Regarding the consumption of alcohol, employees on assignments abroad and in jurisdictions in which there are no codes of ethics and consistent with the protection of Company's reputation whether during or other than normal working hours.

No individual shall report to work, be on the job or be at Company premises under the influence of prohibited substances. Any Supervisor, Line Manager or Site Manager having reasonable cause to suspect an employee is intoxicated whilst on duty may request a comprehensive medical examination to be conducted. If an employee refuses to a medical examination he will be directly considered under the influence of drugs or alcohol.

eni Pakistan reserves its rights to carry out drug and alcohol testing at work location(s) during working hours in a non-discriminatory, confidential and random basis in order to enforce this policy.

The violation of any of the above statements constitutes a serious offence which may result in disciplinary action against the offending individual.

This policy applies to all employees, contractors and visitors, while they are present on the Company premises. eni Pakistan shall provide procedures and guidelines for handling alcohol and drugs related incidents.

(ii) The Company premises include the offices, all field locations, vehicles, aircrafts and other means of transportation arranged by Company for any official assignment. Inappropriate behaviour is considered as a reasonable cause to suspect an individual under the influence of alcohol.

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GIORGIO GUIDI

Managing Director
November 2013

GIORGIO GUIDI
Managing Director
November 2013

Annexure-E



eni Pakistan Limited

NO SMOKING POLICY

eni Pakistan in recognition of Health, Safety & Environment concerns is committed to provide and maintain a safe working environment for employees and contractors without risk to their health, eni Pakistan prohibits the smoking or carrying of lit substance that may be smoked in all indoor or enclosed facilities.

Smoking is one of the leading causes of certain diseases and premature loss of life. There is clear evidence that active and passive smoking causes a range of serious illnesses including cancer and cardiovascular diseases.

eni Pakistan respects the national laws and norms to protect all its employees, contractors and visitors from exposure to tobacco smoke at its facilities.

It is the policy of eni Pakistan that all of our workplaces and vehicles are smoke-free and all employees and contractors have a right to work in a smoke-free environment.

Smoking is prohibited throughout eni Pakistan's workplaces including vehicles used for company business.

The purpose of this policy is not to take away the individual's right to smoke but to restrict smoking in the workplace.

Smoking is permitted only in the areas specifically designated and posted as smoking areas at each facility or location. No one is allowed to smoke along any path way or walk way leading to or from the designated smoking area. Smokers must ensure safe disposal of cigarette ends and other waste smoking materials.

The smoking restrictions do not apply in the case of individual residential buildings and houses owned or managed by the Company.

All employees, contractors and visitors are expected to comply with this policy.

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H S E 0 1 - C R - I N - P L - D O 0 1 - 0 4

Annexure-F

eni Pakistan Limited

DRIVING POLICY

- The objective of present policy is to improve health and safety of eni Pakistan, contractors, suppliers and third party drivers and all employees and personnel during job related journeys, promoting risk prevention in reducing the causes of accidents and fatalities. In line with eni Pakistan Management commitment, the following measures must be implemented to ensure full compliance with local and international legal requirements:
- Vehicle and driver shall be provided with all the necessary legal documentation
 - Seat belts must be fastened during the travel by driver and passengers (no body shall be allowed to sit on open space / docks of the vehicles)
 - Driver must always have with him the Company and/or contractors emergency telephone numbers and card
 - Speed limits must be respected as well as safe distances from the front vehicle must be maintained
 - Driver is not allowed to use portable radio equipment or mobile phones while driving or refilling in petrol gas stations. In case of receiving service call or if communication is needed, the driver must stop the vehicle in a safe area before answering the call.
 - Driving under the influence of drugs or alcohol is strictly prohibited
 - Driver can take a pause and suspend driving in case of temporary sickness or drowsiness
 - Driver shall not drive a vehicle for more than 12 hours in 24 hours period. Continuous driving for more than 3 hours is NOT allowed and rest/stop of at least 15 minutes shall be observed after every 3 hrs continuous driving
 - Smoking is strictly prohibited inside vehicles
 - Driving with inappropriate shoes like slippers, sandals or with barefoot is not allowed
 - Driver must ensure that a high visibility light reflecting jacket is available in the vehicle and he wears it when getting out from vehicle on road stopping
 - Special care must be taken in case of driving on extreme environment conditions
 - Vehicles used for Company business must be maintained safely in accordance with the recommendations of the manufacturer whether the maintenance is routine or emergency
 - All accidents/incidents shall be formally reported according to Company Accidents/Incidents Reporting procedure to prevent recurrence

Driver has the duty to report any violation of driving policy occurred on behalf of passengers, and he is authorized to cancel/stop the journey in case of major violation. Passengers too may report any violation of driving policy and procedures, traffic regulations or vehicle non-conformities they deemed have occurred while they were being transported.


GIORGIO GUIDI
Managing Director

November 2013

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Annexure-G

eni Pakistan Limited

SUSTAINABILITY POLICY

Vision

Greeting sustainable, valid, ethical corporate behaviour, building human capacity and promoting technological innovation

Mission

It is our goal to apply sustainable development principles and transparent environmental and social management processes to our operations and to our stakeholders. In order to eliminate or mitigate environmental impacts and avoid negative impacts, enhance positive impacts to ensure that we fulfil our ethical responsibility to shareholders, wider Stakeholders and the Pakistani society on the basis of sound business principles.

Values

We are committed for:

1. Operating in compliance with the Code of Ethics, acting in accordance with the rules of the contracts, namely, mitigation, avoidance, reduction and elimination of the impact of the environmental, social and economic activities of our shareholders, Customers, companies and other relevant Parties, Contractors and Institutional Institutions, Governments and their Agents.
 2. Operating within the framework of eni's Guidelines on Protection and Promotion of Human Rights, we will reject all forms of discrimination of forced and child labour and corruption. We seek to safeguard health, health and safety of all persons in the workplace.
 3. Conducting our business and acting in the respect of cultural, religious and ethnic minorities, to protect the environment as a social responsibility, we are committed to contribute to the protection of the environment and the quality of life and of the socio-economic development of the Communities in which we operate, in line with the International Conventions on Sustainable Development.
 4. Working in partnership with Stakeholders to meet our vision and acting in collaboration with the Government.
 5. Reducing the local environmental impact of operations, in accordance with eni's global environmental action plan, improving performance and implementing innovative business and construction and resources know-how.
- These principles are integrated into the Company business plan, supply and service contracts. All personnel of the Company and Suppliers are required to be fully aware of this Policy and to comply in their activities.


GIORGIO GUIDI
Managing Director

November 2013

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Medical Screening & Fitness Card

Annexure-H

Annexure-I

INFORMATION / MINIMUM DOCUMENT REQUIREMENT

- a) **Bidding Stage**
All bidders should supply enough information to enable COMPANY to objectively evaluate their capability to meet and comply with COMPANY HSE standards and guidelines. The information shall include but not limited to the following:

Required Information/ Minimum Documents

| SNO | Description |
|-----|--|
| 1 | CONTRACTOR'S HSE POLICY |
| 2 | CONTRACTOR'S HSE Organizations chart with details (Qualification, Experience & Trainings) of Key Personnel, their Roles and Responsibilities. |
| 3 | CONTRACTOR'S Proposed Project Organization with details of key personnel. |
| 4 | CONTRACTOR'S Project specific HSE Plan (Draft) |
| 5 | List of 3rd Party Trained Fire Fighters and First Aiders. |
| 6 | CONTRACTOR'S Environmental Management Plan (Spill Management, Emission Monitoring). |
| 7 | CONTRACTOR'S Journey Management Plan. |
| 8 | CONTRACTOR'S Current Health Policies and Procedures. |
| 9 | CONTRACTOR'S HSE Statistics for last 3 years and Incident Reporting and Investigating procedure. |
| 10 | LTIF (Lost Time Injury Frequency) for a significant time (at least 3 years). |
| 11 | Any other additional information CONTRACTOR deems useful in this respect. |
| 12 | CONTRACTOR'S PPEs Standard and suitability for the job. |
| 13 | CONTRACTOR'S experience to provide same services. |
| 14 | All bidders shall provide confirmation in writing for complying to and meeting all COMPANY HSE-CR Requirements including carrying out; <ul style="list-style-type: none"> ▪ Prescribed medical screening tests for their staff on annual basis, ▪ 3rd party fitness certificates of equipments |
| 15 | All bidders shall confirm for complying with all COMPANY HSE & CR policies and procedures applicable to this Contract. |
| 16 | All bidders should commit that they will comply with HSE and Industrial hygiene provisions of Local, Provincial & National laws. |
| 17 | Abide COMPANY policy regarding Alcohol & Narcotics and Weapons, Arms & Ammunition. |

b) During Contract award

- CONTRACTOR shall submit Project Specific HSE Plan for review and approval, no activity shall be started prior to approval of HSE Plan.
- CONTRACTOR shall submit Hazard Identification and Risk Assessment Procedure
- CONTRACTOR shall submit Emergency Response Plan.

c) Requirements during Execution of Work

- CONTRACTOR shall report all accidents and incidents to COMPANY.
- CONTRACTOR will be expected to implement their Health and Hygiene Procedure (approved by COMPANY) and all agreed HSE-CR Requirements and Guidelines provided by COMPANY.