

Annex B - List of handover documents

CONTRACT HANDOVER FORM (Contract Revision)

FROM: PROCUREMENT (PCP)

TO: ICT Department
CC: HSE Department

SECTION 1

HANDOVER MEETING (if applicable)

Y/N

N/A

Note: Significant Notes from Handover meeting needs to be mentioned)

For contracts above 5,000,000 USD a handover meeting is requested

Handover Meeting date: (dd.mm.yyyy) _____

PCP representative(s): (name, surname, signature) _____

CH/CA representative(s): (name, surname, signature) _____

HSE representative(s): (name, surname, signature) _____

SECTION 2

CONTRACT DATA AND HANDOVER OF DOCUMENTS

Contract No (specify if its revision)	5000014121 Amd-02
Scope of Work	Maintenance & Support Services of COMPANY's Various Business Applications
Contractor Name (in full)	MAZEN PAKISTAN PRIVATE LIMITED
Contractor Representative Contact details	Mr. Mansoor Chauhan Manager Email: mansoor.chauhan@gmail.com Telephone: 0310-2479955
Contract Value	Total ACV: PKR 32,689,450/- Branch - 100 %
Start Date	01-Dec-2018
End Date	31-Mar-2026
Options if any Notice for options if any	None
Type (Blanked, P.O., S.A.)	Blanked Order (with no minimum work commitment)
Insurance Policies required (provide the list of applicable insurances and coverages required)	As per clause no. 14 given in the original Contract
Compensation Scheme (explain Lump Sum, Price List, reimbursable, cost+ fee, discounts, volume discounts, if any)	Rates given in Amd-02 of Contract-5000014121
SAP structure (line items) Itemized Y/N, availability of open line Y/N	-
Payment Terms	60 days from receipt of invoice
Penalties, / Liquidated damages (Explain thresholds and applicability)	As per clause no. 15 given in the original Contract

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HSE Requirements	As per revised HSE Guidelines of Amd-02
Respect for Human Rights (To specify Human Rights criticality as per Commodity code)	"D"
Subcontracting <u>Note for User:</u> Cascade subcontracting and total subcontracting not allowed	N/A
Delivery Terms	As per each Call off requirement
Location	Karachi Office

Contract Documents		
	Applicable Y/N	Comments (if any)
Form of Agreement	NO	
Letter of Amendment no. 02	YES	Attached
General Conditions	NO	
Special Conditions	NO	
Appendix "A"- "Compensation and Method of Application"	NO <i>Yes</i>	<i>Part of Amendment letter-02.</i>
Appendix "C" Financial Guarantees - Specimen copy/ies of Advance Payment Bank Guarantee, Performance Bond or Parent Company Guarantee (where applicable)	NO	
Appendix "D"- "Scope of Work and Technical Specification" (Revised)	NO	
Appendix "E" - "HSE-CR Guidelines (where applicable)	YES	Attached
Appendix "F" Security Guidelines (where applicable)	YES	Attached
Appendix "G" - OHHMS Guidelines (where applicable)	YES	Attached
Appendix "S" -Sub-Contracting Information"- List of Approved Subcontractors (where applicable)	NO	
Call off Order specimen	NO	
Appendix "B"- "Price Schedule/Price List" (where applicable)	NO	
Any Other Documents	NO	

The following contract information and documents are handed over from Procurement Dept. to Contract Holder and to HSE on 09/01/2023

PRO representative

Buyer's Name & Signature

Saba John

Team Leader's Name & Signature

Khalique-ur-Rehman

C&P Manager's Name & Signature

Alim-ur-Rehman

Handwritten signatures and date 16/01/2023

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Receipt by:

CH representative

HSE representative

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: 25/1/23

Name, Dept.

Sign: [Signature]

General:

- The Contract Holder shall ensure that Company's interests are protected through the administration of the contract.
- The Contract holder shall perform the role of Company Representative specified in the Contract.
- Raise Call-Off Orders in a timely manner before the start of the activities
- Monitor contract expiry date and financial validity and ensure timely action (minimum 6 months before expiry and before reaching 70% of ACV), if the duration or financial validity of the contract requires enhancement.
- 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 including filing all the documentation concerning the Contract Management that, when required, shall be at disposal of Control Unit (internal and or external)
- ***In case SOW requires CR manager signature replace HSE with Security & CR**
- Conduct the evaluation of Contractor management practices and deliverables
- Maintain an effective working relationship with the Contractor to facilitate the efficient execution of the Contract.
- Continually review Contracts regarding their effectiveness and in case of ongoing activities continually review to ensure that present service is in line with that originally contemplated.
- Coordinate the verification of the required documentation and the issue of subcontractor's authorization or subcontractor activation approval, in case of Subcontracts already approved in the Contract .
 - Check if activities being subcontracted are listed in Contract among those that can be subcontracted.
 - Maximum limit of subcontract able activities has not been exceeded
 - There are no multi-tier subcontracts, unless specifically permitted by the Contract
 - Subcontractor is not listed in the Reference lists
 - Subcontractor suitability with regard to the non-existence of any prohibitions/infiltrations attempts by mafia as provided by the Anti-Mafia legislation, where applicable

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[Signature]

- Subcontractor is not listed in list of vendors with status "revoked" (Disqualified), "suspended", or "warning with authorization", by consulting C&P Vendor management unit.
- In case of negative feedback on subcontractor's performance, check for necessary investigations.
- Check that subcontract authorization request is complete and there are no anomalies in the documentation attached to it. Where required counterparty risk assessment is to be performed.
- In case of pre-approved subcontractor, Contract Holder has the responsibility to make sample checks on the declaration given by the contractor/supplier that he has checked that the requirements submitted by the subcontractor during bidding are still in place
- 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
- Check whether any liquidated damages/penalties or volume discounts provided for in the Contract are applicable
- Anticipate and manage any claims assessing their legitimacy and magnitude, and maintain a claim register
- Carry out the relevant checks on Variation Order Proposals and prepare the Variation Orders

Administrative:

- Ensure that all correspondence/documentation transmitted to or received from the Contractor have been reviewed/approved or received by all relevant personnel, for e.g. correspondence of a contractual or commercial nature to be reviewed by the C&P Dept. and if necessary by Legal Dept.
- Approve all invoices/vouchers in a timely manner in accordance with the clause stipulated in the Contract.

Expediting and Inspection:

- Perform all required expediting with Contractor/Supplier, final inspection and acceptance of all work required under the Contract.
- Ensure verification of the accuracy of the information reported on the delivery challan issued by the Contractor
- Request attendance at testing of goods delivered and/or work executed by the Contractor where required by the contract

Performance Feedbacks

Prepare and submit in VMS annual Feedback reports and at contract close-out on Contractor performance for Contracts falling under critical commodity codes in attachment A and having ACV more than Euro 450,000 in case of Open Contracts (Blanket Orders) and more than Euro 150,000 in case of Closed Contracts (Purchase orders). Feedback for subcontractors is to be prepared once subcontracted activity is completed in order to verify suitability for future use. In case of misconduct by subcontractor, a negative feedback is also to be recorded against the awarded Contractor.

Feedback should cover the following aspects:

- Punctuality
- Quality of supplied goods and services
- Behavior
- HSE
- Completion of delivery or work
- Any non-compliance/cost modification
- Respect for Human Rights, as per Human Rights criticality defined in commodity code.

Close-Out

Initiate and coordinate the Contract close Out after Contract work/ Services completion. For contracts with ACV > US\$ 5,000,000) prepare and submit contract close out report to C&P department.

Special Notes from Handover Meeting (for contracts above US\$ 5,000,000)

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Attachment A list of critical commodity codes

Commodity Class	Descrizione estesa EN	Characterized	Business criticity	HSE criticity
LL02AC06	FIXED AND MOBILE SCAFFOLDING	NO	C	A
LL03AB01	APPLICATION OF INSULATING AND SOUND-PROOF COVERINGS	NO	B	A
LL04AC07	EPC CENTRAL PROCESSING OIL / GAS SEP SUM UP TO 40 ML €	NO	A	A
SS01AD02	SERVICES MANAGEMENT, SUPERVISION, CARE WORK ON PROJECTS	NO	C	B
SS01BA01	FEASIBILITY STUDIES, BASIC ENGINEERING AND FEED	YES	B	C
SS01BA02	DETAILED AND EXECUTIVE ENGINEERING	YES	B	C
SS02BA01	SEISMIC DATA ACQUISITION	YES	A	A
SS03AA10	VIDEO-INSPECTION AND RELINING OF PIPE	NO	B	C
SS03AB05	HYDRODYNAMIC WASHING	NO	C	A
SS04BC01	SOFTWARE PACKAGES SERVICES	YES	B	C
SS05BA01	OFFSHORE RIGS – FLOATERS	YES	A	A
SS05BA02	OFFSHORE RIGS – JACK-UP	YES	A	A
SS05BA04	ONSHORE RIGS	YES	A	A
SS05BB05	CEMENTING (SERVICES, EQUIPMENT AND PRODUCTS)	YES	A	A
SS05BB07	COILED TUBING SERVICE AND NITROGEN/FLUIDS PUMPING SERVICE	YES	A	A
SS05BB11	DRILLING&COMPLETION FLUIDS SERVICE (PRODUCT, EQUIPM. RENTAL)	YES	B	A
SS05BB12	DRILLING (VERTICAL & DEVIATED) - MWD LWD SERVICE	YES	A	A
SS05BB19	LINER HANGER (SERVICES, EQUIPMENT AND PRODUCTS)	YES	A	A
SS05BB29	TUBULAR RUNNING (SERVICES AND EQUIPMENT)	YES	B	A
SS05BB33	SURFACE WELL TESTING	YES	A	A
SS06AC01	CIVIL WORKS MAINTENANCE (ONSHORE)	NO	B	A
SS06BA01	MAINTENANCE MACHINERY	YES	B	A
SS06BA02	MAINTENANCE MECHANICAL SYSTEMS AND EQUIPMENT	YES	B	A
SS06BB01	MAINTENANCE OF ELECTRO-INSTRUMENT SYSTEMS	YES	B	A
SS08AA03	RADIOCOMMUNICATION INFRASTRUCTURE AND SERVICES	NO	C	C
SS08AA04	TLC NETWORK SERVICES - NETWORK SERVICES	NO	C	C
SS12AA01	OPERATION AND MAINTENANCE SERVICES	NO	A	A

Above list is applicable for following Tender/Contract with economical value:

1. Above € 450,000 in case of Open Contracts (Blanket Orders)
2. Above € 150,000 in case of Closed Contracts (Purchase Orders)

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Contract-5000014121 Amd-02

Eni Pakistan Limited

5th Floor, The Forum, G-20, Block-9,
Khayaban-e-Jami, Clifton,
Karachi-75600, Pakistan
PABX : (92-21) 3587 9951
Fax : (92-21) 3583 8394-5

GENERAL INFORMATION			
Description:	Provision for the Maintenance & Support Services for Business Applications		
Contractor Name:	MAZEN PAKISTAN PRIVATE LIMITED	SAP Code:	511718
Contractor Address:	Suite No. 910, Kawish Crown Plaza, Main Sharah-e-Faisal, Karachi, Pakistan		
Buyer Name:	Saba John		
Contract Manager Unit:	ICT Manager (PBA)		
Start Date	01-Dec-2018	End Date	31-Mar-2026

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ORDER INCLUDES ALL OF THE FOLLOWING PAGES



Object

Provision for Maintenance & Support Services for Business Applications

Letter of Amendment-02 Dated 21st November 2022

Reference CONTRACT-5000014121 covering Maintenance & Support Services for Various Business Applications currently in use by the COMPANY. This Agreement is between Eni Pakistan Ltd. (the "COMPANY") and Mazen Pakistan Private Limited (the "CONTRACTOR").

Whereas:

COMPANY and CONTRACTOR entered into a CONTRACT with an EFFECTIVE DATE of 1st December 2018 whereby CONTRACTOR provides "Maintenance Support, Migration and Upgrade services for Various Business Applications currently in use by the COMPANY.

1. The duration of the Contract is being extended for Three (03) Years & Four (04) Months from 1st December 2022 till 31st March 2026.
2. Appendix - A-1 Compensation Schedule as part of the CONTRACT Amendment-01 is being replaced with Revised Compensation Schedule A-2, to cover the required services till the extended period from 1st December 2022 to 31st March 2026 through this Amendment-02.

Sr. No.	Existing Applications Contract-5000014121	Application Unit Rate for the period Dec 2022 till Nov 2023	Application Unit Rate for the period Dec 2023 till Nov 2024	Application Unit Rate for the period Dec 2024 till Mar 2026
		PKR	PKR	PKR
1	Land Management	400,057	440,062	484,069
2	STOP	320,045	352,050	387,254
3	Training Workflow	320,045	352,050	387,254
4	Karachi Timesheets	400,057	440,062	484,069
5	Bhit Timesheets	480,068	528,074	580,882
6	E-Forms	224,032	246,435	271,078
7	Travel Management System - TMS	224,032	246,435	271,078
8	ENI Pakistan Portal	144,021	158,423	174,265
9	ENI Pakistan Portal Administration	144,021	158,423	174,265
10	Document Tracking System	144,021	158,423	174,265
11	Library Management System	144,021	158,423	174,265
12	ENI Pakistan Portal Middle Tier	144,021	158,423	174,265
13	Portal Integration Service for SharePoint (SP) Applications	144,021	158,423	174,265
14	Community Management System	144,021	158,423	174,265
15	Organizational Chart Application	144,021	158,423	174,265
16	Migration and Upgrades of above mentioned applications (Approx. 360 hours with no minimum commitment)	2,420 (Per hour)	2,662 (Per hour)	2,928 (Per hour)
Sr. No.	Additional Applications	Application Unit Rate for the period Feb 2023 till Jan 2024	Application Unit Rate for the period Feb 2024 till Jan 2025	Application Unit Rate for the period Feb 2025 till Mar 2026
		PKR	PKR	PKR
17	HSE H.E.A.R.T.S Maintenance	785,412	863,953	950,349
18	Non HSE H.E.A.R.T.S Maintenance	785,412	863,953	950,349
19	Upgrades & Enhancements cost as per Adhoc basis	2,662 (Per hour)	2,928 (Per hour)	3,221 (Per hour)



3. CONTRACT DOCUMENTS AND PRIORITY

The following documents shall be deemed to form and be read and construed as part of the CONTRACT:

- Priority of Documents
- This Amendment-02
 - Amendment-01
 - Form of Agreement
 - The General Conditions
 - Appendix "A2" - Compensation and Method of Application
 - The Appendix "E2" - HSE Guidelines - HSE99-00-IN-GD-139-00
 - The Appendix "G2" - Security Guidelines - SEC99-KD-IN-GD-755-00
 - The Appendix "H" - OHHMS Guidelines - HR137-OH-IN-GD-137-00
- In case of any inconsistency between the CONTRACT documents, the above order of priority shall apply.

This Amendment-02 would be effective from 1st December 2022.

Save as specifically provided for herein all terms and conditions of the CONTRACT as amended shall remain the same in full force and effect and shall be known as the CONTRACT.

In witness whereof COMPANY and CONTRACTOR have signed this Amendment-02 on the date stated below:

For and on behalf of COMPANY

For and on behalf of CONTRACTOR

Signature: _____

Signature: _____

Name: _____

PAOLO GIRALDI
MANAGING DIRECTOR

Name: _____

Title: _____

Title: _____

Date: _____

01st Dec 2022

Date: _____

1 - Dec 22



----- End of Amendment-02 -----