

Annex B - List of handover documents**CONTRACT HANDOVER FORM (Ext Amd-01)****FROM: PROCUREMENT (PCP)****TO: ICT Manager (PBA)
CC: HSE DEPT****SECTION 1****HANOVER MEETING**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 HANOVER OF DOCUMENTS**

Contract No (specify if its revision)	5000020932 Ext Amd-01
Scope of Work	Provision of SAP Annual Maintenance, SAP Implementation Services and Ancillary Services
Contractor Name (in full)	EXCELLENCE DELIVERED (EXD) (PVT) LIMITED (SAP Code: 555483)
Contractor Representative Contact details	Name: Mr. Asjad Ahmad Email: asjad.ahmad@exdnow.com Tel: +92-345-853-2393
Contract Value	US\$ 987,400/- Branch General, Kirthar & Kadanwari, For Concession wise breakdown, please refer below,
Start Date	1 st December 2021
End Date	~ 3 years until 31-Dec-2024
Options if any Notice for options if any	None
Type (Blanked, P.O., S.A.)	Blanket Order with no minimum commitment
Insurance Policies required (provide the list of applicable insurances and coverages required)	<p>As per Art 17. Of the contract,</p> <ol style="list-style-type: none"> 1. CONTRACTOR shall place and maintain throughout the term of the CONTRACT; <ol style="list-style-type: none"> a) 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; b) if the scope of work expressly requires the use of any motor-vehicle, and for the time period for which this is required as per applicable Law c) all further insurances as required by APPLICABLE LAW. 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. 3. CONTRACTOR shall provide certificates of the insurance required above, upon COMPANY request (after signature of the CONTRACT). If insurance requested in paragraphs b), above is placed by any SUBCONTRACTOR, CONTRACTOR shall provide certificates of insurance of its SUBCONTRACTORS, upon COMPANY request (after signature of the CONTRACT). 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." <p>Etc.</p>
Compensation Scheme (explain Lump Sum, Price List, reimbursable, cost+fee, discounts, volume discounts, if any)	Fixed unit prices & Lump sum, as per Appendix-A of Contract-Amd-01
SAP structure (line items) Itemized Y/N, availability of open line Y/N	No
Payment Terms	60 Days
Penalties, / Liquidated damages (Explain thresholds and applicability)	As per Art-18. Liquidated Damages of FOA of Contract Amd-01.

HSE Requirements	HSE99-00-IN-GD-148-00		
Respect for Human Rights (To specify Human Rights criticality as per Commodity code)	D		
Subcontracting Note for User: Cascade subcontracting and total subcontracting not allowed	N/A		
Delivery Terms	DDP		
Location	ENI Designated locations		

Concession wise breakdown

ACV Details	Tajjal	Kirthar	Branch
Original Contract ACV USD 275,000	13,750	123,750	137,500
Amendment-01 ACV USD 712,400	35,620	249,340	427,440
Cumulative ACV USD 987,400	49,370	373,090	564,940

Contract Documents

	Applicable (Y/N)	Comments (if any)
Form of Agreement	N	
Letter of Amendment No. 01	Y	
General Conditions	N	
Special Conditions	N	
Appendix "A"- "Compensation and Method of Application"	Y	As per Contract Amd-01
Appendix "C Financial Guarantees - Specimen copy/ies of Advance Payment Bank Guarantee, Performance Bond or Parent Company Guarantee	N	
Appendix "D"- "Scope of Work and Technical Specification" (Revised)	Y	
Appendix "E" - HSE Guidelines	Y	
Appendix "F" Security-CR Guidelines	Y	
Appendix "G" OHHMS Guidelines	Y	
Appendix "S" -Sub-Contracting Information	N	
Call off Order specimen	N	
Appendix "B"- "Price Schedule/Price List"	N	
Appendix "J" - "Technical Proposal"	Y	
Appendix "I" - "Revised SAP End User Maintenance Agreement"	Y	

The following contract information and documents are handed over from Procurement Dept. to Contract Holder and to HSE on 11/04/2023

PRO representative

Buyer's Name & Signature

Team Leader's Name & Signature

C&P Manager's Name & Signature

Receipt by:

CH representative

HSE representative

M. Osama Farooq
Khalil Ur Rehman
Alim Ur Rehman
11/04/2023

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: 27/4/23

Name, Dept.

Sign:

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 subcontractable 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
 - 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)

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)





Contarct-5000020932 Ext Amd-01

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:	SAP Annual Maintenance, SAP Post Implementation Services and Ancillary Services		
Contractor Name:	Excellence Delivered Exd (Pvt.) Limited	SAP code:	555483
Contractor Address:	3 rd Floor, Deniz Arcade, 59-C, Shahbaz Commercial (Small), Khayaban-e-Seher (off Saba Avenue), DHA Phase 6, Karachi, Pakistan.		
Contractor Representative:	Name: Mr. Asjad Ahmad Email: asjad.ahmad@exdnow.com Tel: +92-345-853-2393		
Buyer Name:	M Osama Farooqi		
Contract Manager Unit:	ICT (PBA)		
Contract Effective Date:	01-December-2021	End Date:	31-December-2024

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ORDER INCLUDES ALL OF THE FOLLOWING PAGES





Object

SAP Annual Maintenance, SAP Post Implementation Services and Ancillary Services

Letter of Amendment: Dated 09th March 2023

Amendment-01 to CONTRACT-5000020932 for "Provision of SAP Annual Maintenance, SAP Implementation Services and Ancillary Services" between Eni Pakistan Ltd. (the "COMPANY") and Excellence Delivered Exd (Pvt.) Limited (the "CONTRACTOR").

Whereas:

COMPANY and CONTRACTOR entered into a CONTRACT with an EFFECTIVE DATE of 1st December 2021, whereby CONTRACTOR provides "**SAP Annual Maintenance, SAP Implementation Services and Ancillary Services**".

Now therefore it is agreed as follows:

1. Reference to Article-3 CONTRACTS DOCUMENTS AND PRIORITY of the Form of Agreement, the subject article has been deleted in its entirety and is being replaced with the following:

CONTRACT DOCUMENTS AND PRIORITY

The following documents shall constitute the CONTRACT DOCUMENTS AND PRIORITY:

- This Amendment-01
- FORM OF AGREEMENT
- General Terms and Conditions
- Appendix "A" - "Revised Compensation and Method of Application"
- Appendix "J" - "Technical Proposal"
- Appendix "D" - "Revised Scope of Work and Technical Specification"
- Appendix "I" - "Revised SAP End User Maintenance Agreement"
- Appendix "E" - "Revised HSE Guidelines"
- Appendix "F" - "Revised Security-CR Guidelines"
- Appendix "G" - "Revised OHHMS Requirements"
- CALL-OFF ORDER
- Eni's "Supplier Code of Conduct"
- Eni's "Anti-Corruption Management System Guideline"
- Eni's Statement on respect for Human Rights
- Eni's Model 231 pursuant to Legislative Decree 231/2001

The last four documents are retrievable at www.eni.com.

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

2. Reference to Article-4 CONTRACT DURATION AND TERMINATION of Form of Agreement, the CONTRACT is being extended for Two (2) years from 1st January 2023 till 31st December 2024, on the revised rates as per the revised Compensation Scheme.
3. Reference to Article-18 LIQUIDATED DAMAGES of Form of Agreement, the article is being deleted in its entirety and is being replaced as follows:

LIQUIDATED DAMAGES

1. The PARTIES agree that if:
 - a) CONTRACTOR fails to commence the SERVICES by the relevant COMMENCEMENT DATE, or,
 - b) CONTRACTOR fails to deliver the TECHNICAL DOCUMENTATION and FINAL DOCUMENTATION in accordance with the terms agreed in writing between the PARTIES, or by the DELIVERY DATE or any extension thereof, or,
 - c) CONTRACTOR fails to comply with the CONTRACT Schedule or, the CONTRACT EXECUTION PLAN or completion dates in respect of the SERVICES or any extension thereof,

for reasons other than FORCE MAJEURE or breach or default on the part of the COMPANY, 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 percentages as specified in the Service Level Agreement below:

Service Level Agreement for SAP

Sr. No.	Event	Event Description	Marginal	Acceptable	Desirable	Penalty on basis of monthly payment	
1.1	Downtime	Maximum planned downtime	Services up in 16 hrs	Services up in 8 hrs	Services up in 4 hrs	5%	
1.2		Maximum unplanned downtime	Services up in 8 hrs	Services up in 8 hrs	Services up in 4 hrs	10%	
1.3		Recovery from Hardware Failure	Services up in 8 hrs after restoration of hardware	Services up in 4 hrs after restoration of hardware	Services up in 2 hrs after restoration of hardware	10%	
1.4		Recovery from Application failure	Services up in 8 hrs	Services up in 6 hrs	Services up in 4 hrs	10%	
1.5		Recovery from Database corruption	Services up in 8 hrs	Services up in 6 hrs	Services up in 4 hrs	5%	
1.6		Recovery from Disaster at primary datacenter	Services up in 6 hrs	Services up in 4 hrs	Services up in 3 hrs	5%	
1.7		Recovery after Power failure	Services up in 6 hrs	Services up in 4 hrs	Services up in 3 hrs	5 %	
2.1	Backup and Restore	Regular backup and verification	Quarterly backup	Quarterly backup	Quarterly backup	5%	
2.2		Testing Database Recovery	Once in a quarter	Once in a quarter	Once in a quarter	5%	
3.1	Proactive Monitoring and control	Regular System Health Check	Twice in a month	Twice in a month	Twice in a month	5%	
3.2		Service Monitoring and closing of alerts	Within 16 hours	Within 8 hours	Within 4 hours	5%	
3.3		Updates, patch and hot fix management	As per mutual agreement, but no later than 5 working days	No later than 3 working days	No later than 1 working day	5%	
4.1	Support and Services	Response Time after office hours for onsite/remote support	2 hrs	1 hr	1 hr	5%	
4.2		Response Time within office hours for onsite support	30 mins	30 mins	immediate	15%	
4.2		Problem Troubleshooting and Resolution	Within 4 hours (For Critical and Show Stopper)	Within 2 hours (For Critical and Show Stopper)	Within 2 hours (For Critical and Show Stopper)		
			Within 6 hours (High)	Within 5 hours (High)	Within 4 hours (High)		
			Within 10 hours (Medium)	Within 8 hours (Medium)	Within 6 hours (Medium)		
			Above 24 Hours (Low)	Within 16 Hours (Low)	Within 12 Hours (Low)	10%	
4.4		Support Engineer Absence/Non Availability (Onsite or Offsite)	2 leaves / month	1 leave / month	No leave / month	15%	

Note: CONTRACTOR will face penalty for performance that does not meet the acceptable standards. However, the Support or any services provisioning on Hardware, OS, Ancillary Software (etc) will be out of CONTRACTOR's Scope of Work as per Appendix D. Further, if required by COMPANY, CONTRACTOR's support services will include advisory services (related to SAP System implemented at COMPANY) required on hardware, OS, ancillary software (etc) which shall be charged separately.

2. If the period of delay for each such failure to observe such obligation in accordance with its terms, exceeds the limits as defined in Service Level Agreement (SLA) below, COMPANY may:
 - terminate the CONTRACT pursuant to Article "Contract duration and termination" of the General Conditions and engage the services of one or more THIRD PARTIES to complete the execution of the supply;
 - agree with CONTRACTOR on a reduction in the CONTRACT PRICE to offset the effects of any damage resulting from a delay in completion of the SERVICES.
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.



4. With reference to Appendix-A "Compensation and Method of Application, the Compensation Scheme is being deleted in its entirety and is being replaced as per below.

Sr. No.	Item Description	Currency	Prices (Year 2023 & Year 2024)
1	SAP Licenses Annual Maintenance & Support	USD	22% yearly of SAP License Value
2	Post implementation SAP Support (Pricing of support options)		
2.1	Offsite Support per month	PKR	780,000
2.2	Onsite Support per man month	PKR	520,000
2.3	Hybrid Support per month	PKR	1,500,000
2.4	Issue based support per hour	PKR	5,000
2.5	On Call Support per man month	PKR	550,000
2.6	Foreign consultants per man-day	USD	1,000
3	Ancillary support and subscription		10% Margin over quoted prices from third party / license provider

This Amendment-01 would be considered effective from 1st January 2023.

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-01 on the date stated below.

For and on behalf of COMPANY

Signature: Kamran A. Mian

Name: Kamran A. Mian
Title: CEO

Date: 14-03-2023

For and on behalf of CONTRACTOR

Signature: S. Asjad Ahmad

Name: S. Asjad Ahmad

Title: VICE PRESIDENT SALES - SOUTH

Date: 15-03-2023

.....End of Amendment-01.....

**End User SAP Enterprise Support Agreement between
Prime International Oil & Gas Company Limited ("PIOGCL") and Excellence
Delivered ExD Pvt Ltd ("VAR") Effective Date 1st January 2023 till 31st Dec 2024**
Collectively "PIOGCL" and "VAR" are referred to as "parties" and singly as "party".

Whereas PIOGCL has agreed to accept from SAP Middle East and North Africa L.L.C. SAP (full name of SAP MENA) ("SAP") a license to use SAP's proprietary software ("Software") upon the terms and conditions of the End User License Agreement ("EULA") dated 27th December, 2021 between SAP and PIOGCL.

Whereas VAR is duly authorized, has the expertise and manpower to provide maintenance services for the Software.

PIOGCL requires maintenance services for the Software and on the representations made by VAR hereinabove, accepts VAR's offer to provide the requisite maintenance services on the terms and conditions hereinafter set forth.

This Agreement governs the provision of support services by VAR as further defined herein ("SAP Enterprise Support") for all SAP Software licensed by PIOGCL from SAP upon the effective date of this Agreement (hereinafter collectively referred to as the "Enterprise Supported Solutions"), excluding SAP Software to which special support agreements apply.

Now it is hereby agreed between PIOGCL and VAR as follows

1. DEFINITIONS

1.1 "Go-Live" marks the point in time from when, after implementation of Enterprise Support Solution or an upgrade of Enterprise Supported Solution, the Enterprise Supported Solution can be used by PIOGCL for processing real data in live operation mode and for running PIOGCL's business in accordance with the Agreement.

1.2 "PIOGCL Solution" shall mean Enterprise Supported Solutions and any other software licensed by PIOGCL from third parties provided such third party software is operated in conjunction with Enterprise Supported Solutions.

1.3 "Production System" shall mean a live SAP system used for normal business operations and where PIOGCL's data is recorded at PIOGCL's site.

1.4 "SAP Software Solution(s)" shall mean a group of one or multiple Production Systems running PIOGCL Solutions and focusing on a specific functional aspect of PIOGCL's business.

1.5 "SAP Enterprise Support" shall mean the support services by VAR

1.6 "Enterprise Supported Solutions" shall mean SAP software licensed to PIOGCL from SAP.

"Service Session" shall mean a sequence of support activities and tasks carried out remotely to collect further information on an incident by interview or by analysis in a Production System resulting in a list of recommendations. A Service Session could run manually, as self-service or fully automated.

1.6 "Top-Issue" shall mean issues and/or failures identified and prioritized jointly by VAR and PIOGCL in accordance with SAP standards which

- (i) Endanger Go-Live of a pre-production system or
- (ii) Have a significant business impact on PIOGCL's core Production System(s).



2. SCOPE OF SAP ENTERPRISE SUPPORT

This Section describes the services that PLOGCL receives (depending on the maintenance phase) from the VAR under SAP Enterprise Support in accordance with the SAP Support Model. The full scope of SAP Enterprise Support shall include the following services.

Continuous Improvement and Innovation

- New software releases of the licensed Enterprise Supported Solutions, as well as tools and procedures for upgrades. Upgrades to releases are supported in Mainstream Maintenance. Upgrades to releases in extended or PLOGCL specific maintenance are not supported, unless this is necessary as one step in a multistep upgrade to a target release in Mainstream Maintenance.
- Support packages - correction packages to reduce the effort of implementing single corrections or changes to existing functionality. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements, for example in the area of human resources.
- Technology updates to support third-party operating systems and databases.
- Available ABAP source code for SAP applications and additionally released and supported function modules.
- Software change management such as changed configuration settings or Software upgrades is extensively supported. For example with content and information material, tools for client copy and entity copy, and tools for comparing and synchronizing of customizing.

Global Support Backbone

- SAP Service Marketplace - SAP's knowledge database and SAP's extranet for knowledge transfer on whom SAP makes available content and services to PLOGCL and partners of SAP.
- SAP Notes on the SAP Service Marketplace document software errors and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that customers can implement into their SAP system. SAP Notes also documents related issues, customer questions, and recommended solutions (e.g. customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- SAP Solution Manager Enterprise Edition – can be used for PLOGCL's interaction with VAR in accordance with the terms and conditions defined by SAP and as amended by SAP – in its sole discretion – from time to time.
- SAP – in its sole discretion – will update from time to time on the SAP Service Marketplace under <http://service.sap.com/solutionmanager>
- Use cases for SAP Solution Manager Enterprise Edition.

Mission Critical Support

- VAR Support Advisory as described in Section 2.2.
- Technical Quality Checks as described in Section 2.3.
- Advanced proactive remote service monitors to prevent technical problems before they occur, for example, SAP Early Watch Alert.
- PLOGCL must activate SAP Early Watch Alert as a mandatory part of SAP Enterprise Support for data transfer to VAR. PLOGCL acknowledges and confirms that VAR might hand over SAP Early Watch data to SAP in critical situations for further analysis.
- Global message handling by VAR and SAP for Incidents related to Software with Low, Medium, High and Very High priorities, including Service Level Agreements for Initial Response Time and maximum response time set forth in Section 2.1
- Global 24x7 Root Cause Analysis and escalation procedures to get access to resources available to provide a solution to severe problems.
- Global Top-Issues procedures – to get access to resources available support PLOGCL during critical escalations.

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems - to help optimize available resources with SAP Early Watch Alert.
- Collector components for systems to report on the status of the Enterprise Supported Solutions.
- Content and supplementary components to increase efficiency, such as: Implementation methodologies and standard procedures – for example Best Practices, Implementation Guide (IMG), Business Configuration (BC) Sets and Customizing Monitoring.
- Access to "Best Practices" via SAP Service Marketplace, which shall mean: implementation and operations processes and content to reduce costs and risks with the help of standard processes, for example:
 - End-to-End Solution Operations: Provides an overall blueprint for optimizing the end-



to-end operations of PIOGCL's SAP Software Solution.

o Run SAP: The focus of Run SAP is on application management, business process operations, and administration of the SAP Net Weaver® technology platform. Run SAP consists of a proven methodology and standards to implement SAP end-to-end solution operations, also providing guidance for best practices for selected industries. It includes:

- The SAP standards for solution operations
- Run SAP to implement end-to-end solution operations
- Tools, including the SAP Solution Manager Enterprise Edition to enable application management
- Participation in SAP's customer and partner community (via SAP Service Marketplace), to learn about best business practices, service offerings, etc.

2.1. Global Message Handling and Service Level Agreement (SLA). When PIOGCL reports malfunctions, VAR supports PIOGCL by providing information on how to remedy, avoid and bypass errors. The main channel for such support will be the VAR's SAP Solution Manager Enterprise Edition. PIOGCL may send an error message at any time. When PIOGCL creates an error message, the system automatically collects the most important system data (transaction code, program/system ID, Support Package level, message number, etc.). All persons involved in the message solving process (including VAR's and SAP's employees) can access the status of the message at any time.

In exceptional cases, PIOGCL may also contact VAR by telephone. For such contact (and as otherwise provided) VAR requires that PIOGCL provide remote access as specified in Section 3(iii).

The following Service Level Agreements ("SLA" or "SLAs") shall apply to all PIOGCL support incidents that VAR accepts as being Priority 1 and which fulfill the prerequisites specified herein. Such SLAs shall commence in the first full Calendar Quarter following the Effective Date of this Agreement and the completion of PIOGCL's implementation of the mandatory recommendations resulting from the Initial Assessment specified in Section 2.2 below. As used herein, "Calendar Quarter" is the three-month period ending on March 31, June 30, September 30 and December 31 respectively of any given calendar year.

2.1.1 SLA for Initial Response Times and Maximum Processing Times:

- a. **Priority 1 Support Incidents ("Very High").** VAR (by itself or by SAP on VAR's behalf) shall respond to Priority 1 support incidents within one (1) hour of VAR's receipt (twenty-four hours a day, seven days a week) of such Priority 1 support incidents via SAP Solution Manager Enterprise Edition. An incident is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP Software functions in the Production System, or Top-Issues. The VAR Partner Solution Manager Service desk has the functionality to automatically route the *Very High* messages generated by the customers to SAP Support and vice versa in hours other than VAR official hours/days. The VAR's Service Desk Hotline # 0800 11393 or +92-345 853 2393 alternate email:asjad.ahmad@exdnnow.com; waqas.shahid@exdnnow.com) would be available 24x7 for necessary coordination and escalations.
- b. **Priority 2 Support Incidents ("High").** VAR (by itself or by SAP on VAR's behalf) shall respond to Priority 1 support incidents within four (4) hours of VAR's receipt (twenty-four hours a day, seven days a week) of such Priority 2 support incidents via SAP Solution Manager Enterprise Edition. An incident is assigned Priority 2 if the problem has serious consequences for normal business transactions and urgent, business critical work can be partially performed. In case of critically involved, the message will be forwarded to SAP Backbone by VAR Support Manager after 2 working days.
- c. **Priority 3 Support Incidents ("Medium").** VAR (by itself or by SAP on VAR's behalf) shall respond to Priority 3 support incidents within eight (8) hours of VAR's receipt (twenty-four hours a day, seven days a week) of such Priority 3 support incidents via SAP Solution Manager Enterprise Edition. An incident is assigned Priority 3 if the problem has not very serious consequences for normal business transactions and urgent, business critical work can be performed however. In case of critically involved, the message will be forwarded to SAP Backbone by VAR Support Manager after 4 working days.

Priority 4 Support Incidents ("Low"). VAR (by itself or by SAP on VAR's behalf) shall respond to Priority 4 support incidents within sixteen (16) hour of VAR's receipt (twenty-four hours a day, seven days a week) of such Priority 4 support incidents via SAP Solution Manager Enterprise Edition. An incident is assigned Priority 4 if the problem has not very serious consequences for normal business transactions and urgent, business critical work can be performed however. In case of critically involved, the message will be forwarded to SAP Backbone by VAR Support Manager after 8 working days.



2.1.2 Prerequisites and Exclusions.

2.1.2.1 Prerequisites.

The SLAs shall only apply when the following prerequisites are met for all support incidents:

- (i) Support incidents are related to releases of Enterprise Supported Solutions which are classified by VAR with the shipment status "unrestricted shipment";
- (ii) support incidents are submitted by PIOGCL in English via the SAP Solution Manager Software in accordance with SAP's then current support incident processing log-in procedure which contain the relevant details necessary (as specified in SAP Note 16018 or any future SAP Note which replaces SAP Note 16018) for VAR to take action on the reported error;
- (iii) Support incidents are related to a product release of Enterprise Supported Solutions which falls into Mainstream Maintenance or Extended Maintenance. For Priority 1 support incidents, the following prerequisites must be fulfilled by PIOGCL:
 - (a) The issue and its business impact are described in detail sufficient to allow VAR to assess the issue;
 - (b) PIOGCL makes available for communications, twenty four (24) hours a day, seven (7) days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 incident consistent with PIOGCL's obligations hereunder; and
 - (c) A PIOGCL contact person is provided for opening a remote connection to the system and to provide necessary log-on data to VAR.
- (iv) All support calls will be logged by PIOGCL to SAP's VAR (Value Added Reseller) M/s VAR, at below mentioned specific point of contact (SPOC) at email address and / or phone numbers given below. Based on the logged support call a ticket number will be issued to PIOGCL, by VAR. This ticket number will be closed after problem resolution / service restoration.

2.1.2.2 Exclusions.

For SAP Enterprise Support the following types of Priority 1 incidents are excluded from the SLAs:

- (i) support incidents regarding a release, version and/or functionalities of Software developed specifically for PIOGCL (including without limitation those developed by SAP Custom Development and/or by SAP subsidiaries and/or by VAR);
- (ii) support incidents regarding country versions that are not part of the SAP standard software and instead are realized as partner add-ons, enhancements, or modifications is expressly excluded even if these country versions were created by SAP or an associated organization; and
- (iii) the root cause behind the support incident is not a malfunction, but a missing functionality or the support incident is ascribed to a consulting request.

2.2 VAR Support Advisory

For Priority 1 issues, as defined in Section 2.1.1.a, and Top-Issues directly related to the Enterprise Supported Solutions, VAR will make available a support advisory function ("VAR Support Advisory") within his local support organization. The VAR Support Advisory will perform the following mission critical support tasks:

Remote support for Top-Issues. The Support Advisory Center will act as an additional escalation level. Enabling 7x24 Root Cause Analysis for problem identification.

Early Watch Alert ("EWA") setup on PIOGCL system and monitoring on VAR Solution Manager Enterprise Edition. Interaction with SAP For vital EWAs with the potential to become a TopIssue.

Interaction with SAP escalation interfaces for Top-Issues.

Proactive Technical Quality Check service delivery coordination with PIOGCL. This includes interaction and delivery coordination with SAP.

Reactive Technical Quality Check service delivery coordination with PIOGCL. This delivery shall be provided only if agreed by VAR and PIOGCL. It includes interaction with SAP and might include delivery coordination with SAP.

Guidance in cases, in which an EWA report or Technical Quality Checks, an action plan and/or written recommendations of SAP Show a critical status of the Enterprise Supported Solution of PIOGCL.



PIOGCL shall name a qualified English-speaking contact for the VAR Support Advisory (the "Contact Person") and PIOGCL shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. The Contact Person must be in a position to make the necessary decisions for the PIOGCL or bring about such decisions without undue delay.

Contact Person Name	Postal Address	Email Address	Desk Telephone Number	Mobile/Telephone Number
Tahir Ilyas	5th Floor, The Forum Shopping Mall, G-20, Block-9, Clifton, Karachi	Tahir.Ilyas@eni.com	+92 21 111-111-364	+92 333 490 0383

The VAR Support Advisory will be English speaking and available by phone for the Contact Person or its authorized representative during local office times for five days a week (Monday through Friday), 8h per day (5x8), interaction with the VAR Support Advisory is also possible via email for SAP Enterprise Support related requests only.

As preparation for the SAP Enterprise Support engagement, especially for setting up EWA and as preparation any SAP Technical Quality Check delivery with SAP Solution Manager Enterprise Edition, the Contact Person and VAR Support Advisory, based on SAP standards and documentation, perform one mandatory remote setup service ("Initial Assessment") for the Enterprise Supported Solutions. PIOGCL acknowledges that the results of the setup service should be available to SAP's experts for use in Top-Issue situations on request. The data collected during the setup service session should be validated once every year by PIOGCL and VAR.

In addition, PIOGCL acknowledges that in case of Top-Issues or Technical Quality Check delivery VAR might interact with SAP and SAP might require to engage with Contact Person for Top-Issue processing/resolving or might need to access PIOGCL systems for Top-Issue analysis or proactive or reactive Technical Quality Check delivery.

The VAR Support Advisory Center is only responsible for the above-mentioned mission critical support related tasks to the extent these tasks are directly related to vital SAP Early Watch Alert or Top-Issues regarding the Enterprise Supported Solutions.

2.3 Technical Quality Check.

VAR and/or SAP on VAR's behalf may deliver Technical Quality Checks (the "Technical Quality Check" or "TQC") in case of vital alerts reported by SAP Early Watch® Alert or in case VAR after analyzing the Top-Issues situation at PIOGCL agrees that such a service is needed to handle a Top- Issue. The TQC might consist of one or more manual, self-service or automatic remote Service Sessions and might require access to PIOGCL's systems. PIOGCL acknowledges that VAR and/or SAP on VAR's behalf need access to PIOGCL system for TQC delivery.

At the end of each Technical Quality Check VAR and/or SAP on VAR's behalf will provide End User with an action plan and/or written recommendations.

PIOGCL and VAR agree that all or parts of the Technical Quality Check sessions may be delivered by VAR, by SAP and/or a certified SAP partner acting as a subcontractor and based on SAP standards and methodology.

PIOGCL understand and agree that to the extent the SAP Software contains products and/or software components licensed or resold by VAR from a third party, neither VAR nor SAP on VAR's behalf can deliver a TQC for such third-party products and/or software components.

PIOGCL and VAR acknowledge that VAR limits TQC re-scheduling to a maximum of one (1) time. Re-scheduling must take place at least 20 working days before the planned delivery date. If PIOGCL fails to follow these guidelines, VAR is not obliged to deliver the TQC.

3. PIOGCL'S RESPONSIBILITIES, AT ITS SOLE DISCRETION.

In order to receive SAP Enterprise Support from VAR hereunder, subject to terms as contained herein, PIOGCL must:

(i) Continue to pay all Enterprise Support Service Fees in accordance with this Agreement. (ii) Otherwise fulfill its obligations under this Agreement.

(iii) Provide and maintain remote access via a technical standard procedure as defined by VAR and grant VAR and SAP on behalf of VAR all necessary authorizations, in particular for problem analysis as part of incident handling. Such remote access shall be granted without restriction regarding the nationality of the VAR/SAP employee(s) who process support incidents or the country in which they are located. PIOGCL acknowledges that failure to grant access may lead to delays in incident handling and the provision of corrections, or may render VAR unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.

(iv) Activate SAP Early Watch Alert for the Production Systems and transmit data to VAR's productive SAP Solution Manager System. See SAP Note 207223 for information on setting up this service.



- (vii) Establish a connection between PLOGCL's help desk, the SAP Solution Manager at VAR and SAP and a connection between the PLOGCL Solutions and VAR's SAP Solution Manager Software installation. VAR shall maintain customer's solution landscape in VAR's SAP Solution Manager Software system for all Production Systems and systems connected to the Production Systems. VAR shall maintain the Software Solutions and core business processes of his endcustomer in his SAP Solution Manager Software system at least for the Production Systems. VAR shall document any implementation or upgrade projects in PLOGCL's SAP Solution Manager Software system.
- (v) PLOGCL agrees to maintain adequate and current records of all Modifications and, if needed, promptly provide such records to VAR and (on VAR's request) to SAP.

4. ENTERPRISE SUPPORT FEES

The total price/consideration for SAP Enterprise Support is **US\$ 109,192.87/- (United States Dollar One Hundred and Nine Thousand, One Hundred and Ninety-Two and Eighty Seven Cents Only)** as per the breakup mentioned in the Schedule A. SAP Enterprise Support Fees shall be paid annually in advance and shall be specified in Appendices to this Agreement. SAP Enterprise Support offered by VAR may be changed by VAR after prior written consent of the PLOGCL.

In case of non-payment within committed contractual period, if SAP terminates PLOGCL SAP Enterprise Support, it shall be governed as outlined in Section 7.

5. TERM & TERMINATION

This Agreement shall become effective upon execution by both parties and shall continue in effect thereafter unless terminated in accordance with the provisions hereunder, provided always that the service provision hereunder shall not begin before the delivery of the SAP Software. Enterprise Support may be terminated by either party with three (3) months written notice prior to expiration date of Enterprise Support to the other Party. For the avoidance of any doubt, termination of Enterprise Support by PLOGCL under this Section shall strictly apply to all licenses under the Agreement, its appendices and addenda and any partial termination of Enterprise Support by PLOGCL shall not be permitted in respect of any part of this Agreement, its appendices or addenda or this SAP Enterprise Support Services document. All Licenses will be cancelled if the support is cancelled by PLOGCL from the VAR. Notwithstanding the forgoing, VAR may terminate Enterprise Support after one (1) month's written notice of PLOGCL's failure to pay Enterprise Support Fees. On the termination of the Agreement VAR shall forthwith settle accounts with the PLOGCL by clearing such outstanding as may be due and VAR's obligations of confidentiality shall continue to bind VAR as well as all other obligations in this Agreement which are stated to be continuing.

6. CHANGES TO PLOGCL INFORMATION

In order to receive SAP Enterprise Support hereunder, PLOGCL undertakes to inform VAR without undue delay of any changes to PLOGCL's installations and changes of named users and all other information relevant to the Enterprise Supported Solutions. To ensure compliance with the terms of this Agreement, VAR (and SAP on VAR's behalf) shall be entitled to periodically monitor (i) the correctness of the information PLOGCL provided and (ii) PLOGCL's usage of the Solution Manager Enterprise Edition

7. REINSTATEMENT

In the event PLOGCL elects not to commence SAP Enterprise Support upon the first day of the month following initial delivery of the Software, or SAP Enterprise Support is otherwise terminated pursuant to Section 5 above or declined by PLOGCL for some period of time, and is subsequently requested or reinstated, VAR will invoice PLOGCL the accrued SAP Enterprise Support Fees associated with such time period plus a reinstatement fee. Reinstatement fee, as per current SAP policy, is between 18%-36% of outstanding SAP Support fee, however, the actual reinstatement fee billed to PLOGCL shall be as per SAP policies and discounts prevailing at the time of reinstatement.



8. OTHER TERMS AND CONDITIONS.

8.1 In order to receive SAP Enterprise Support hereunder, PLOGCL shall have obtained all licenses for the PLOGCL Solutions and the only support and/or maintenance services received by PLOGCL for Enterprise Support Solutions shall be the services described in this Agreement.

8.2 As a condition of receiving SAP Enterprise Support hereunder, PLOGCL shall not reallocate users and/or Software to the Enterprise Support Solutions from other SAP Software Solutions that are not covered under SAP Enterprise Support, without the express consent of VAR.

8.3 FAILURE TO UTILIZE SAP ENTERPRISE SUPPORT PROVIDED BY VAR (OR SAP ON VAR'S BEHALF) MAY PREVENT VAR FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE.

8.4 In the event VAR licenses third party software to PLOGCL under the agreement referenced in the introduction of this Agreement, VAR shall provide Enterprise Support on such third party products to the degree the applicable third party makes such Enterprise Support available to VAR. PLOGCL may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Enterprise Support.

8.5 SAP Enterprise Support is provided according to the current maintenance phases of SAP Software releases as stated in <http://service.sap.com/releasestrategy>.

8.6 The delivery of support or any software or tools from SAP are governed by the rules of BAFA.

8.7 VAR shall, at its own expense, indemnify and hold harmless PLOGCL and its respective officers, directors, employees, representatives, PLOGCL's and agents from and against and in respect of any and all claims, liabilities, allegations, suits, actions, investigations, judgments, deficiencies, settlements, inquiries, demands or other proceedings of whatever nature or kind, whether formal or informal, brought against PLOGCL or any of its respective officers, directors, employees, representatives, PLOGCL's or agents, by any third parties against and in respect of any and all damages, liabilities, losses, costs, charges, fees and expenses, including without limitation reasonable legal fees and expenses, as and when incurred, relating to, based upon, incident to, arising from, or in connection any claim or allegation with regard to any misrepresentation by VAR, breach of any provision of this Agreement by VAR, negligence or willful misconduct of VAR and/or breach of intellectual property rights by VAR.

VAR shall be solely and directly responsible for any loss or damage to any PLOGCL equipment (which includes and is not limited to software, computers, all electrical appliances, machinery both electrical and mechanical) due to negligence, willful misconduct, act or omission of VAR.

To the fullest extent permitted by law, VAR shall indemnify and hold harmless PLOGCL, its respective officers, directors, employees, representatives, PLOGCL's and agents from and against claims, damages, losses and expenses, including but not limited to legal fees, arising out of or resulting from claims relating to intellectual property rights with respect to the Software and the services.

9. VAR'S EMPLOYEES

(a) VAR shall promptly perform the works and services described in the Agreement. VAR shall provide all competent personnel and equipment needed to perform and fulfill its obligations under this Agreement. VAR shall perform and fulfill their obligations in accordance with the highest professional standards, and in a safe manner, and with due regard to the protection of the environment.

(b) VAR warrants that they shall comply, and shall ensure that its employees and personnel comply, fully at all times with all applicable decrees, laws, regulations, rules, orders and ordinances of any governmental and other authorities having jurisdiction including but not limited to labour laws.

(c) VAR shall at all times maintain strict discipline, supervision and good order among all persons either employed or supplied by VAR to perform the services. In case the services are not being performed as per the requirements of PLOGCL and/or are not of the required standards, VAR shall promptly take remedial actions including but not limited to replacing any such persons that are not able to carry out their duties in a satisfactory manner or are otherwise unsuitable.

(d) VAR shall be solely liable for the maintenance of discipline, safety, welfare, housing, transportation and medical treatment of its personnel and shall make adequate arrangements of the same, unless otherwise agreed with PLOGCL.

(e) PLOGCL shall not be liable to entertain any claims whatsoever from VAR's personnel including claims for unpaid wages. VAR's personnel shall be employees of VAR respectively and nothing herein nor any act done pursuant hereto by whomsoever shall constitute the relationship of employer and employee between PLOGCL and the said personnel and VAR shall at all times indemnify and keep harmless PLOGCL against all damages and compensation payable or paid and against all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of this Agreement or incidental hereto. It is clearly understood that PLOGCL shall not be liable to pay any sum other than that agreed herein.



- (f) VAR is and shall at all-time act independently and shall have exclusive control over the direction of all its employees engaged in performing the services for PIOGCL.
 - a) VAR undertakes & ensures that it shall not engage/hire/employ any child labour or any labour the employment of which is illegal, while discharging its contractual duties hereunder.
- (g) It shall be the duty of VAR to make sure that the personnel are made aware of all local conditions that might affect their safety, health and welfare. On execution of this Agreement, VAR shall at its sole cost and expense take out and maintain insurance with an insurance company as will provide full and adequate protection against all claims of VAR personnel including those arising out The Workmen's Compensation Act and West Pakistan Industrial & Commercial Employment (Standing Orders) Ordinance, 1968 in respect of on or off the job deaths, injuries or disabilities.
- (h) VAR also ensures & confirms that its employee(s) are not involved in any manner in any criminal offence or convicted or using or possessing drugs, non-prescribed medicines/ substance. In order to ensure the above-stated, VAR shall maintain complete record of its employees including verification of references and following screening procedures before hiring/engaging its employees.

10. CONFIDENTIALITY

- Confidential Information" shall mean any information disclosed in any form whatsoever by PIOGCL to VAR under this Agreement and any information acquired by VAR by virtue of this Agreement.
- While carrying out its obligation under this Agreement VAR shall treat any information regarding PIOGCL that may come to its knowledge as strictly confidential and shall not pass on any such information to any third party without the prior permission of PIOGCL. This undertaking shall continue to apply for the completion of the Agreement period and after termination of the Agreement for whatever cause. Each Party shall, on the expiry or termination of this Agreement, return to the other any confidential information of the other Party in its power, possession or control.
- In the event of a breach of this Section both Parties acknowledge and agree that any disclosure, advertent or inadvertent, of any Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to PIOGCL, which will not be adequately compensable in monetary damages, that PIOGCL will have no adequate remedy at law therefore, and that PIOGCL may, in addition to all other remedies available to it at law or in equity, including but not limited to, suit for monetary damages, obtain such preliminary, temporary or permanent, mandatory or restraining injunctions, orders or decrees as may be necessary to protect PIOGCL against, or on account of any breach, by VAR, its employees or agents, or any third party engaged by VAR, jointly and severally, of the provisions contained herein, and both the Parties agree to reimburse the reasonable legal fees and other costs incurred by PIOGCL in enforcing the provisions of this Agreement.

11. INTELLECTUAL PROPERTY RIGHTS

VAR acknowledges that all intellectual property rights (including trademarks, patents, copyrights, designs and technical information) used or adopted by PIOGCL in the conduct of its business are the sole property of the PIOGCL or its affiliates and that only PIOGCL or its designated licensees have the right to use such trademarks.

VAR does not acquire any rights to PIOGCL's patents, copyrights or other intellectual property under this Agreement unless specifically consented by PIOGCL in writing.

VAR shall not use name, logos, trademarks etc. of PIOGCL without prior written consent of PIOGCL. VAR shall be fully responsible for any misstatement made in respect of the promotional signs and shall indemnify and keep PIOGCL indemnified for any claims, demand, losses suffered, cost incurred in defense of the same under or in relation thereto or in case of complaints, claims in respect of services offered or in case of breach of any of the term(s) of this Agreement.

This clause shall survive termination of this Agreement.

12. DATA PROTECTION

In addition to and notwithstanding any other right or obligation arising under this Agreement, VAR shall (and ensure that their respective employees shall) take all appropriate technical and organizational security measures to ensure that any and all data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuse, and that only the personnel designated for the purpose of the services have access to such data.

VAR shall take all reasonable steps to ensure the reliability of the personnel which will have access to any such data and ensure that any employee (or of any of the respective subcontractors) requiring access to any data gives a written undertaking not to access, use, disclose or retain such data except in performing their duties of employment.



- Immediately notify PIOGCL when/if it becomes aware of a breach of this clause.
- Any breach of this clause by VAR shall be deemed to be a material breach of this Agreement and VAR shall indemnify PIOGCL from and against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by PIOGCL which arise as a result of such breach.
 - a) This clause shall survive this Agreement.

13. FRAUD:

Notwithstanding anything to the contrary contained in the Agreement, in cases of fraud on the part of VAR or its respective officers, directors, employees, representatives, licensees and agents, VAR hereby takes full responsibility of any and all such acts committed by VAR and/or its directors, officers, employees, representatives, licensees, sub-contractors and agents. also undertakes to fully indemnify PIOGCL and its directors, officers, employees, representatives, licensees, agents, associated companies and customers against any and all such claims that may arise or be brought against PIOGCL and any losses including but not limited to financial, commercial and/or any loss of good will incurred by PIOGCL because of the said fraud. VAR further undertakes to provide full assistance in any fraud investigations undertaken by or on behalf of PIOGCL and/or any relevant legal authority.

14. FORCE MAJEURE

Neither party hereto shall be held responsible for any delay or failure to perform any or all of its obligation hereunder if such defaults are attributable to force majeure. The expression force majeure shall mean causes beyond the control of either party and shall include industrial disputes, power breakdown, breakdown of machinery, inadequacy of transport facilities, fire, floods, weather conditions, mobilizations, war, insurrection, civil commotion or operation of law.

15. AMENDMENT

This Agreement contains the entire Agreement of the parties hereto with respect to the subject matter hereof and may be amended or modified only by mutual consent of the Parties in writing.

16. NOTICES

16.1 All notices and other communications to the PIOGCL required and permitted by this Agreement shall be given in writing by registered mail, acknowledgment due and shall be addressed to:-

PIOGCL:

Name: Salman Siddiqui
Title: Sr. Team Leader - ICT
Direct Line: +92 333 490 0380
UAN: +92 21 35879 951
Email: Salman.Siddiqui@prime-pakistan.com

16.2 All notices and other communications to the VAR required and permitted by this Agreement shall be given in writing by registered mail, or through its representative, acknowledgement due and shall be addressed to:

VAR

Name: Asjad Ahmad
Title: VP Sales - South
Direct Line: +92 345 853 2393
UAN: 0800 11393
Email: asjad.ahmad@exdnnow.com

17. GOVERNING LAW & JURISDICTION

The Parties agree that for the purposes of jurisdiction this Agreement shall be deemed to have been made and performed at Karachi and the Parties agree that the courts at Karachi shall have sole jurisdiction, over all disputes which may arise under this Agreement.



18. ARBITRATION

18.1 Both Parties shall use their best efforts to settle amicably any claim of controversy, any dispute (excluding negligence, breach of intellectual property rights, breach of confidentiality and/or fraud) arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or any supplemental agreement or arising there from or related thereto in any manner whatsoever by referring the dispute to the senior management of the Parties. If the Parties fail to settle the disputes amicably within 30 days, with the exception of breach of IP rights, breach of confidentiality, fraud and negligence, either Party may refer such dispute to arbitration in Lahore under the Arbitration Act 1940 ("Act") and the rules ("Rules") made there under.

19. WAIVERS.

No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy. Any waiver by either Party of any provision of this Agreement shall be in writing and signed by the Party against whom, enforcement of the waiver is sought and such waiver shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver operate as or be construed as a waiver of such provision respecting any future event or circumstance.

20. SEVERABILITY.

In the event any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement, while the remainder of this Agreement shall remain in full force and effect according to its terms.

21. SURVIVAL.

Provisions contained in this Agreement that by their sense and context are intended to survive completion of performance, termination or expiration of this Agreement, shall so survive.

22. ASSIGNMENT & SUB-CONTRACTING

VAR shall not assign any rights or delegate duties or sub-contract any part of the work to any third party under this Agreement without PIOGCL's prior written consent

23. COMPLIANCE WITH LAWS.

Each party shall comply with all applicable state, federal and local laws in the performance of this Agreement.

24. HEADINGS:

The article, clauses and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of anything contained in this Agreement.

25. PUBLIC RELEASES:

VAR shall not, unless required by law, issue a news release, public announcement, advertisement or other form of publicity concerning the existence of this Agreement without obtaining prior written approval from PIOGCL.

26. REPRESENTATIONS & WARRANTIES

VAR further represents that

They have not been adjudged as insolvent, no execution of decree or order of any Court of law remains unsatisfied against it and nor it has compounded with our creditors.

They have not been convicted of a financial crime and undertake and agree to comply, fully at all times with all applicable decrees, laws, ordinances, regulations, rules and orders of any governmental and other authorities having jurisdiction including but not limited to labor laws.

- a. It authorizes PIOGCL to share information pertaining to VAR with any Government or private institution for conducting its due diligence to check our credit history / status etc. as its deems necessary.
- b. That VAR shall not represent itself as an agent or employee of PIOGCL and shall have no actual or ostensible authority to make any representation for or on behalf of PIOGCL unless it has the specific written approval of PIOGCL. VAR shall represent itself as an independent entity and shall be deemed to have no other relationship with PIOGCL in connection with matters contained herein.



Accepted by and on behalf of:

PIOGCL
(PIOGCL)

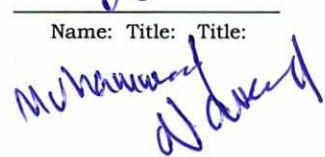
VAR
(VAR)



Name: Kamran A. Mian
Title: CEO

Witnesses:

Signature: _____
Name: _____ Title: _____

Signature: _____
Name: _____ Title: _____

Name: SYED ASJAD AHMAD
Title: VICE PRESIDENT SALES - SOUTH

Signature: _____


Signature: _____

Schedule A

Sr. No.	Description	Amount in USD
	Annual Maintenance of SAP Software Support	
1	1xSAP Developer User 71xSAP Professional Users 3xSAP Logistics Users 34xSAP Worker Users 1xSAP ERP Foundation Starter 1xERP Component for ERP Package 15xSAP Extended Procurement 2xSAP Process Orchestration, Edge edition, standard option 1xSAP Upstream Contracts Management for O&G 1xOracle DB 1xSAP HANA, enterprise edition	REIM ANGIMA 030 USD 109,192.87/-



Eni Pakistan Limited

HSE GUIDELINES FOR ICT SUPPORT SERVICES AT ENI PAKISTAN ONSHORE LOCATIONS

Activity	Name	Designation	Date	Signature
Prepared by	Tariq Aziz Faridi	Sr. HSE Specialist (Contracts, Projects & Environment)	30-11-2022	
Reviewed by	Saad ur Rehman	Senior Coordinator (HSE Operations)	30-11-2022	
Approved by	Jahanzaib Akhtar	HSE Manager	30-11-2022	

H | S | E | 9 | 9 | - | 0 | 0 | - | I | N | - | G | D | - | 1 | 4 | 8 | - | 0 | 0



Eni Pakistan Limited

HSE Guidelines for ICT Supports Services at Eni Pakistan Locations
Date of Release November, 2022
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1. INTRODUCTION

This document shall be issued as part of Letter of Invitation to Tender and Contract Document for the services falling within the domain of Information & Communication Technology (ICT) Support Services at Eni Pakistan Onshore Locations as per provided scope of work.

It sets out the requirements for Health, Safety, and Environment (HSE) that the bidders are expected to meet and the final CONTRACT awardee is expected to implement as a minimum acceptable standard during execution of this activity.

1.1. Scope and Objectives

The document is intended as guidelines for the bidders to prepare their bid in 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. All bidders shall be required to provide all information / documents as stipulated in this document.

CONTRACTOR shall follow COMPANY'S policy and HSE instructions applicable to the nature and scope of work under the Contract.

All the bidders 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.

The bidders, who fail to submit any of the documentation and / or evidence of having appropriate HSE Management 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 or its subcontractors. In order to ensure excellence in the HSE performance under this Contract, COMPANY expects the CONTRACTOR to maintain a robust HSE Management system fulfilling all the health, safety and environment conditions as stipulated in this document. Guidelines will be applicable on contractor & subcontractors.

1.2. Contract Mode

According to categorisation of Contract Modes in HSE Opi - Eni HSE Instruction for Contract Management within the Natural Resources General Division (opi_hse_019_eni_spa_NR_r02), for ICT Support Services at Eni Pakistan Onshore Locations, contract is falling in "Mode-1"

2. HSE POLICY & COMMITMENT

2.1. HSE Policy

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

CONTRACTOR shall outline its scheme for the dissemination of COMPANY'S HSE policy to its employees at all levels.

CONTRACTOR and its Sub Contractor will acknowledge Company's strong commitment to HSE and 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 and sub- contractors.

2.2. Responsibility for HSE Compliance

CONTRACTOR shall be responsible, through its own organization and its sub-CONTRACTOR, for applying all HSE measures which have been required to be implemented during performance of its job under this CONTRACT viz-a-viz the compliance to national laws and regulations, industry best practices, COMPANY HSE 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 undertaken.

CONTRACTOR shall carry out the work in such a manner so as to prevent accidents/incidents and shall avoid such actions and practices which jeopardize the health and safety of personnel, assets and the integrity of environment.

COMPANY is ISO-14001, ISO 39001 & ISO 45001 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 trained & appropriate human resources having all competency and experience required for the performance of specific job under this CONTRACT.

CONTRACTOR shall possess all necessary equipment needed to carry out the work (appropriate for work environment) including the safety devices, personal and collective protection devices.

CONTRACTOR / Sub Contractor shall be responsible to comply /follow the Changes, if suggested by Company, in Policies/ Procedures / Guidelines during the entire execution period of contract at its own cost.

CONTRACTOR shall plan all actions, controls and inspections aimed at ensuring that HSE guidelines are implemented, applying the measures as defined in its own HSE Manual and applicable COMPANY HSE Procedures.

CONTRACTOR and Sub Contractor should be aware of HSE Disciplinary Policy attached as **Annexure -A**.



2.3. Interface with 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.

2.4. HSE Monitoring / Supervision

For each contractor or subcontractor team operating in a specific work area, the following requirements shall be applied:

Assignment of a foreman who will be appointed as HSE focal point, when the team to be mobilized to execute the Contract comprises of less than 15 persons, for each workplace, assuming all responsibilities otherwise assigned to the HSE Supervisor such as safety inspections, safety meetings, hazard identification and control, risk assessment and permit to work management (preparation and use).

Assignment of an HSE supervisor to support the foreman, if the team comprises more than 15 workers.

3. PERSONNEL AND TRAINING

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

3.1. Age Limit

- **For General Staff**

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 the contractor intends to deploy the technical persons over 60 years of age must have Special Cardiac fitness certificate for carrying out the nature of job one is intended to be involved in, shall also get COMPANY Doctor's approval prior to the start of job.

3.2. Awareness & Training

CONTRACTOR shall be responsible for ensuring that all the personnel to be involved in the intended scope of work have requisite HSE awareness, HSE trainings, technical training and experience for carrying out specific job and of CONTRACTOR'S own HSE policy and procedures and shall provide relevant certificates if so required. It also includes job related trainings required by law or as best industrial practices, COMPANY HSE guidelines and CONTRACTOR own Policies and procedures.

3.3. HSE Trainings & Certifications

- a) **Team Leaders and Supervisors**, in addition to the training and qualifications required to professionally perform their work and in addition to the above, shall be formally trained and qualified in a number of HSE subjects (certified by subjects authorized to provide training in HSE matters). Below training courses shall always be considered as mandatory:



- Hazard recognition & Risk evaluation
- Safety Supervision
- Incident Investigation
- First Aid (basic)
- Fire Fighting (basic)

b) **HSE Supervisor** shall be formally (certified by subjects authorized to provide training in HSE matters) trained and qualified in a number of HSE subjects such as:

- Hazard recognition & Risk evaluation
- Permit to Work
- First Aid (advanced)
- Fire Fighting (advanced)

3.3.1. Tool Box Talks

CONTRACTOR shall be responsible to ensure that before starting each activity tool box talk should be conducted specific to the activity, all hazards and controls should be discussed in tool box talk and all personnel to be involved in the intended job should participate in the TBT, records should be maintained and present whenever demanded by COMPANY during entire period of contract.

4. HSE REQUIREMENTS FOR SUBCONTRACTOR.

In the tender documentation shall be anticipated the obligations that Contractor will be requested to grant and subscribe concerning its qualification, proposal and management of any Subcontractors, and specifically concerning the respect of the Contract's.

CONTRACTOR shall submit the Sub-CONTRACTORS Management Plan to COMPANY before initiating a new activity for evaluation of Sub Contractors' capabilities to execute the piece of work for which it is entitled.

CONTRACTOR shall be responsible to assign or sublet the work to COMPANY approved Sub Contractors', if contractor intend to use new Sub contractor, it is subjected to evaluation and prior approval by COMPANY.

Subcontractor HSE Minimum Requirements are mentioned in Annexure H. Contractor shall provide for each Subcontractor "Contractor declaration about Subcontractor HSE requirements" as per Annexure I and "Subcontractor declaration about Subcontractor HSE requirements "as per Annexure J during post-award phase.

5. LEGAL AND OTHER REQUIREMENTS

CONTRACTOR shall be responsible to comply with all relevant National, Provincial and Local Laws and Regulations as well as COMPANY policies, procedures and international laws pertaining to scope and nature of work while carrying out any of the job under the Contract.

CONTRACTOR shall comply with all relevant and applicable local laws and regulations, international conventions and agreements and such other requirements to which COMPANY (and/or country under whose boundaries the work is to be carried out) subscribes and are applicable to the nature and scope of work to be undertaken.



COMPANY will update list of laws as and when it comes to know of laws impacting operations, however the contractor is obliged to be aware of, and abide by all applicable laws and regulations with respect to onshore operations in Pakistan.

5.1. Employees Working Hours

Daily working hours shall be followed as per applicable legal requirements.

All public holidays compensated as overtime / compensatory leave.

COMPANY has the right to audit CONTRACTOR records with prior notice (by giving a 48 hrs. notice) to ensure that all laws and regulations pertaining to employees working hours and leaves are appropriately complied.

5.2. Staff Rota Systems (For Field Staff)

CONTRACTOR shall implement, for its entire staff working under this Contract, the rotational cycle at the maximum stretch of 45 days on field locations following 15 days paid leave. The maximum allowable rotational cycle ratio shall be 3:1.

5.3. Termination & Suspension

Any infringements by CONTRACTOR manpower identified by COMPANY of its HSE regulations and standards shall be dealt as per Eni HSE Disciplinary Policy (**Annexure: A**) shall be implemented by CONTRACTOR.

If CONTRACTOR does not implement remedial action within agreed terms, COMPANY has the right to suspend & terminate the CONTRACT forthwith.

5.4. Alcohol & Narcotics

CONTRACTOR will acknowledge COMPANY'S firm commitment towards the implementation of Drugs & Alcohol policy (**Annexure-C**).

CONTRACTOR shall affirm that it has read and understood COMPANY'S Drugs & Alcohol policy and shall abide by this policy during execution of job under this contract.

CONTRACTOR manpower is required to comply with COMPANY Drugs and Alcohol Policy (**Annexure-C**). 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 COMPANY to drug test at any time without prior notice.

5.5. Eni Health, Safety & Environment Golden Rules

CONTRACTOR shall be responsible for implementation and follow the Eni HSE Golden Rules applicable to its scope of work and contractors' performance may be evaluated as per golden rules checklists.

HSE compliance to Eni Golden Rules may be monitored through e-GRUVIS project. A joint inspection (Company and Contractor) may be carried out and level of compliance to Golden Rule related to the activity may be evaluated. Scoring is the following:



- 0 = Serious Deviation
- 1= Major Deviation
- 2= Improvement Required
- 3= Meets Requirements
- 4= Exceeds Requirements

Eni HSE Golden Rules are as follows:

- 1. Driving Safety**
- 2. Management of Change**
- 3. Lifting operations**
- 4. Fire Safety**
- 5. Working at Height**
- 6. Energized Systems**
- 7. Excavation Safety**
- 8. Permit to Work**
- 9. Health Management**
- 10. Waste Management**
- 11. Confined Space**
- 12. Toxic Gases**

6. PERSONAL PROTECTIVE EQUIPMENT

All PPE used by the workforce during the execution of the contract shall at least meet local National Regulations and Standards relevant to the oil and gas industry; in the absence of Local National Regulations and Standards, International standards shall apply. In case of standards unavailability in a specific geographic area, reference should be made to similar regulations available from other geographic areas.

Although the responsibility in PPE selection falls under the Contractor responsibilities according to its specific activities Risk Assessments, the Contractor must consider Interferential risks according to the Risk Assessment for the tender in question, in order to select a reference standard for the conformity assessment of the proposed PPE list which shall be abide to during the execution of the activities. The Contractor must provide to the workforce the most stringent PPE between those assessed by him and those present in the above mentioned list in order to guarantee the best protection for the worker.

CONTRACTOR shall be responsible to provide & ensure that all personnel at work site wear standard Personal Protective Equipment (PPE) relevant to their nature of job. This requires:

- Assessment of the type and quantity of PPE required
- Issuance of required PPE to all staff
- Storage of sufficient quantity of PPE at site to cover visitors and general usage
- Continues on-site monitoring program to ensure effectiveness of PPE

7. CAMP HSE REQUIREMENTS (FOR FIELD)

While living in COMPANY established camp where accommodation is provided by company, service Company personnel shall be required to follow established camp rules.



8. ENVIRONMENTAL GUIDELINES

COMPANY is an ISO 14001 certified and CONTRACTOR is expected to buy in to our vision and philosophy on Environmental Management and work with COMPANY in maintaining these certifications.

CONTRACTOR shall follow life cycle approach for Environmental Management Plan for entire period of contract.

9. EMERGENCY RESPONSE PLAN (FOR FIELD)

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.

9.1. Medevac & Contingency Planning (For Field)

- In the case of serious injury or illness, Medevac by air & road may be arranged by COMPANY (where available) at the cost of CONTRACTOR.

10. HSE REPORTING

10.1. Incident / Accident Reporting

CONTRACTOR is required to have an accident / incident reporting system to address reporting of all types of incidents. The categorization of incidents shall be in line with COMPANY incidents / accidents reporting procedure. The system should cover but not limited to the following:

- All accidents and incidents shall be reported.
- CONTRACTOR will be required to implement corrective measures that arise from the incident investigation.
- Report to COMPANY HSE Specialist about the situation of any accidents, which have occurred at the work site, specifying the following information:
 - Number and nature of injuries which have caused absence from work in the days after the injury
 - number of days absent as a result of the any injury
 - Near-misses, unsafe acts / conditions which has not caused injuries, but could have resulted in unfavorable circumstances



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Annexure—A: HSE DISCIPLINARY POLICY



Eni Pakistan Limited HSE DISCIPLINARY POLICY

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

- *The Country Laws for Safety, Health and Environment Protection*
- *The Company Contractual Requirements and Obligations*
- *The Company "HSE Policy"*
- *The Company "Driving Policy"*
- *The Company "Sustainability Policy"*
- *The Company "Smoking 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 subjected to disciplinary actions as dictated in this document and in the Contract; all the relevant expenses will, under contractual general terms, be fully charged to the Contractors and Subcontractors themselves.

In addition, as a consequence of violations committed by Contractors and their Subcontractors, and the 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 and that 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 OHSAS 18001 and ISO 14001 standards, Company will send a positive feed-back to eni that will positively affect the Contractor's integrated rating.

a) Worker's dismissal

a1) Contractor, having informed the Company Representative, will remove the worker/s and/or Supervisor/s from the workplace immediately

or

a2) the Company Representative, being Contractor inactive, will dismiss the worker/s and/or Supervisor/s from the workplace immediately

It is applied when:

1. Contractor/Subcontractor (C/S) worker has omitted to report potentially dangerous occurrences from a safety, health and environment point of view or defective/inadequate tools and equipments;
2. C/S worker has removed safety control devices and warning signs;
3. C/S worker acts beyond his mandate;
4. C/S worker is irregular or works without Country permit;
5. C/S worker has carried out permitted works without work permit or in conflict with permit-to work prescriptions;
6. C/S supervisor has required workers to return to work under situations of relevant and immediate risk;
7. C/S worker does not comply with direct superior or Company Representative instructions;

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8. C/S worker has carried out his job with equipments or in presence of chemicals without adoption of due precautions;
9. C/S worker has omitted to don personal protective equipment provided by his Employer;
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 reserves 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

b1) Contractor, having informed the Company Representative, is requested to interrupt activities until safe, healthy, environmentally sound and secure conditions are restored

or

b2) the Company Representative, being Contractor inactive, will stop activities until safe, healthy, environmentally sound and secure conditions are restored

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 his training and competence are adequate;
7. C/S management utilizes at workplace equipment/plants 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 for 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.

Feed-back will affect Contractor ratings, even in case the Vendor List is country-specific.

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.

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It is applied when:

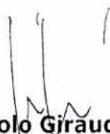
1. Situations like those described in a) and b) are recurrent and Contractor omits to provide information as per points a1) and b1);
2. There is evidence that the Contractor/Subcontractor (C/S) Management has omitted to deliver HSE training to its employees;
3. C/S Management has deliberately omitted 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 extended 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 of the eni Procurement Directorate where 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


Paolo Giraudi
Managing Director
April 2021

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Annexure– B: HSE POLICY

Eni Pakistan Limited
HSE POLICY

Eni is an energy company & in conducting its business, in line with eni code of ethics, procedures and sustainability principles, Eni Pakistan will promote and pursue excellence in:

- * *Providing a safe and healthy workplace with focus on prevention of work-related injury and ill health to its workforce, contractors, visitors and people who are or could be impacted by its activities;*
- * *Protection and promotion of human rights, the socio-economic development of local communities;*
- * *Protection of environment, prevention of pollution and conservation of biodiversity and ecosystems;*
- * *Continual improvement of 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 continual improvement in Health, Safety, Environment and its business processes in line with strategic goals and objectives, through measuring and analyzing its Performance aiming for technological excellence, including energy efficiency in every field of activity;*
- * *Achieving continual improvement in HSE Integrated Management System through implementation of Health, Safety and Environmental protocols for all its projects and operational activities.*
- * *Comply with all relevant regulations and laws enforced domestically and internationally and other HSE requirements where it operates;*
- * *Establishing authority, responsibility and accountability for HSE within organisational 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 its activities and observance of human rights;*
- * *Establishing implementation of Environmental Responsibility of complete life cycle, including Geological /Geophysical surveys, Drilling, Engineering and Construction activities, Production and Restoration*
- * *Identifying the hazards, evaluating and mitigating the risks and impacts associated with all its activities to achieve objectives by formal documentation; by adopting the most advanced principles and best practices, by implementing all practicable measures to ensure working conditions are safe and healthy; Reinforcing integrated risk management in decision making of company; providing necessary resources; devising way to deal with conflicting objectives; defining measurement and reporting within the company's performance indicators;*
- * *Establishing mechanism to ensure consultation and participation of workers at all applicable levels, in the development, planning, implementation, performance evaluation and actions for improvement of HSE Integrated Management System.*
- * *Developing and maintaining knowledge throughout the organization, by communication of information and through education and training of its staff;*
- * *Establishing the selection and management processes for purchase, supply and contracting of goods and services so that suppliers' and contractors' HSE standards are consistent with its own;*
- * *Clearly defining & effectively communicating the Principles of Corporate Social Responsibility; Communicating to the stakeholders its HSE standards and working with them to identify requirements and address these in a cooperative manner;*
- * *Developing, maintaining and testing effective contingency plans;*
- * *Conserving Biodiversity and Ecosystem by not conducting oil and gas exploration and development activities within the boundaries of Natural Sites Included in the UNESCO World Heritage List (as of May 31, 2019)*

This is a dynamic policy document and is revised as often as necessary, in this manner we aim to go beyond legal compliance to become a Health, Safety and Environment leader in our industry.

Paolo Giraudi
Managing Director
April 2021

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Annexure- C: DRUGS & ALCOHOL POLICY



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 ⁽¹⁾ 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 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 they are not considered citizens, must maintain a behavior in compliance with Company's Code 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 ⁽²⁾ 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 drugs 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.

⁽¹⁾ The Company premises include the offices, all field locations, vehicles, aircrafts and other means of transportation arranged by Company for any official assignment.

⁽²⁾ Inappropriate behaviour is considered as a reasonable cause to suspect an individual under the influence of alcohol.

Paolo Giraudi
Managing Director
April 2021

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Annexure- D: SMOKING POLICY



Eni Pakistan Limited 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 a 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 commits to protect all its employees, contractors and visitors from exposure to tobacco smoke at its facilities.

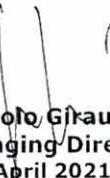
It is the policy of Eni Pakistan that all of our workplaces and vehicles are smoke-free that also includes smoke produced from electronic smoking devices and all employees and contractors have the right to work in a smoke-free environment. Thus any type of Smoking is prohibited throughout Eni Pakistan's 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 shall comply with this policy.


Paolo Giraudi
Managing Director
April 2021

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Annexure- E: DRIVING POLICY



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:

- All vehicles shall comply with the Minimum Vehicles Requirements (MVR), as set out in Eni's Land Transportation Manual
- Vehicle and driver shall have all the necessary legal documentation
- Drivers shall possess valid Defensive Driving Certification
- Seat belts must be fastened during the travel by driver and passengers (No body shall be allowed to sit on open space / decks of the vehicles)
- Driver is not allowed to start driving unless all passengers are seated and have fastened their seat belts
- Driver must always have Company and/or contractor's emergency telephone numbers card
- Speed limits 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 stations. In case of receiving a service call or if communication is needed, the driver must stop the vehicle in a safe area before answering the call
- Usage of drugs or alcohol is strictly prohibited for drivers
- Daily driving shall be maximum 9 hours a day with a dispensation of 10 hours a day twice a week at most
- Weekly driving hours; a) driver is not allowed to drive more than 90 hours in a consecutive two-week period and b) during brief breaks dedicated to rest (45 minutes after 4.5 hours consecutive or 25 minutes every 2 hours) it is absolutely forbidden to work (load or unload goods, do repair work etc.)
- Regular daily rest; a) has to be at least an uninterrupted period of 11 hours b) can be reduced to 9 hours three times a week at the most c) it is also possible to fraction the rest into two moments: the first one shall be 3 hours long at least and the second one shall be 9 hours without interruptions and d) there shall be a period of normal and reduced rest every 24 hours
- driver can take a pause suspending duty in case of temporary disease or drowsiness; all these duty suspensions must be recorded on the daily duty form
- Additionally, IVMS monitoring and data analysis shall be carried out and feedback shall be shared with drivers
- 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 strictly 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.

Paolo Giraudi
Managing Director
April 2021

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Annexure- F: HIV/ AIDS POLICY



Eni Pakistan Limited

HIV / AIDS POLICY

Eni Pakistan recognizes the magnitude and severity of the development of HIV⁽¹⁾/ AIDS⁽²⁾ epidemic worldwide and its prevalence in Pakistan; and seeks to minimize the impact on human rights and the socio-economic consequences to the company and its employees.

Eni Pakistan is committed to comprehensive management of HIV/AIDS at workplace. The Policy is also aimed at focusing on aspects of HIV/AIDS which, if not carefully addressed may impact negatively on the business and/or well being of the employee(s).

Eni is fully committed to protect its employees' health through promotion of health awareness, encourage behaviour changes where necessary as well as ensure that all employees are treated with the necessary dignity, fairness and equality.

The key principles of this policy are:

- Eni will not and does not discriminate against employee(s) having, perceived as having, living with or otherwise affected by HIV or AIDS
- HIV/AIDS screening should not be required for job applicants or persons in employment
- The gender dimensions of HIV/AIDS should be recognized, i.e. its health effect and consequences on male and female, particularly in reproductive age
- HIV and AIDS are dealt with highest level of confidentiality as medical conditions, in accordance with applicable laws and Company policies
- Should an employee wish to disclose that he/she is HIV positive, appropriate management through the company's Occupational Health & Medical Support programmes will be offered
- HIV/AIDS education and awareness will be made available to all employees including contractors

All personnel of the Company and Contractors are required to be fully aware of this Policy and to comply in their activities

⁽¹⁾ HIV: Human Immunodeficiency Virus, ⁽²⁾ AIDS: Acquired Immunodeficiency Syndrome

Paolo Giraudi
Managing Director
April 2021

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Annexure- G: SUSTAINABILITY POLICY



Eni Pakistan Limited SUSTAINABILITY POLICY

Vision

Creating sustainable value, ethical corporate behaviour, building human capacity and promoting technological innovation.

Mission

It is our goal to apply sustainable development principles and transparent behaviour in the conduct of our business activities. We seek to understand the social, environmental and ethical implications of our business, engage with Stakeholders in order to eliminate or mitigate any negative social and environmental impacts, enhance positive impacts to ensure that we fulfil our ethical responsibility to Communities, wider Stakeholders and the Pakistani society on the basis of sound business principles.

Values

We are committed to:

1. *Operating in compliance with Eni Code of Ethics, acting in accordance with laws, rules of fair competition, honesty, integrity, transparency and good faith, with due respect of the legitimate interests of our Stakeholders, Employees, Shareholders, Customers, Commercial and Financial Partners, Communities and legitimate Institutions, Governments and their Agencies.*
2. *Operate within the framework of eni's Guidelines on Protection and Promotion of Human Rights. We reject all forms of discrimination of forced and child labour and corruption. We seek to safeguard dignity, health and safety of all persons in the workplace.*
3. *Conduct our business and acting in the respect of cultural, religious and ethnic heritage traditions of Communities. As a socially responsible Company, we are committed to contribute to the promotion of 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. *Work in partnership with Stakeholders to meet our Vision and acting in collaboration with the Government.*
5. *Reduce the local environmental impact of operations, in coherence with Eni's global environmental strategy, by improving performances and implementing initiatives for biodiversity, conservation and resources recovery.*
6. *Conservation of biodiversity and ecosystems by;*
 - *not conducting oil and gas exploration and development activities within the boundaries of Natural Sites included in the UNESCO World Heritage List (as of May 31, 2019)*
 - *implement management model in compliance with Eni Biodiversity and Ecosystem Services (BES) policy at all Eni Pakistan fields*
 - *promote with our partners the development and adoption of good management practices in line with Eni BES Policy*

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.

Pablo Giordani
Managing Director
April 2021

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Annexure- H: SUBCONTRACTOR HSE MINIMUM REQUIREMENTS

List of HSE on/off Requirements	Description of the requirement
Documentation of the Risk Assessment	<p>The Subcontractor:</p> <ul style="list-style-type: none"> • Shall sign for acceptance and transmit to the Contractor the documentation concerning the Company's Risk Assessments received by the Contractor (DUVRI, in the case of applicability of Legislative Decree 81/2008 Art.26; PSC, in case of applicability of Legislative Decree 81 / 2008 Title IV; DSSC, in case of applicability of Legislative Decree 624/1996); • Shall draw up, sign and transmit to the Contractor its specific Risk Assessment (POS in the case of PSC, DSS in the case of DSSC) concerning the activities to be performed according to the working / environmental / social conditions existing during contract execution. <p>This documentation shall be duly signed, and the Contractor shall verify the compliance to its Risk Assessment. After such verification, Contractor will forward the entire set of Risk Assessments to the Company, who in turn will be able to carry out the necessary checks and verifications.</p>
Draft of the HSE Plan relevant to contract activities	<p>The Subcontractor must develop an HSE Plan concerning the activities to be performed according to the working / environmental / social conditions existing during contract execution. This duly signed documentation will be sent to the Contractor who will forward it to the Company.</p>
Contract SOW HSE Organization	<p>The Subcontractor must define its own HSE organizational structure concerning the activities to be performed according to the working / environmental / social conditions existing during contract execution. This duly signed documentation will be sent to the Contractor who will forward it to the Company.</p>
HSE Personnel Competences (qualifications and training)	<p>The Subcontractor must transmit to the Contractor the evidence of the skills and qualifications of all its HSE personnel (Managers, Coordinators, Supervisors, Technicians) who will be employed / deployed for the execution of the contract, in compliance with the specific HSE requirements in contract no. This duly signed documentation will be sent to the Contractor who will forward it to the Company.</p>
Discipline Supervisors / Superintendents / Coordinators Competences (qualifications and training)	<p>The Subcontractor must transmit to the Contractor the evidence of the skills and qualifications of all its Technical personnel such as Coordinators, Superintendents, Supervisors, Technicians who will be employed / deployed for the execution of the contract, in compliance with the specific HSE requirements in contract no. This duly signed documentation will be sent to the Contractor who will forward it to the Company.</p>
List of PPE*	<p>The Subcontractor must transmit to the Contractor the list of PPE to be used during contract execution along with relevant certifications of compliance to the standards reference for the listed PPE, in compliance with the specific HSE requirements in contract no. This duly signed documentation will be sent to the Contractor who will forward it to the Company.</p>



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Annexure- I: TEMPLATE OF "CONTRACTOR DECLARATION ABOUT SUBCONTRACTOR HSE REQUIREMENTS- PRE AWARD"

[Company Name]
[Company Address]

Declaration as per art. 47 of DPR 445/2000

[internal note for procurement: insert above declaration for contract in Italian Law, alternatively delete and insert the Bona Fide statement for Common Law]

BONA FIDE STATEMENT (Common Law)

Subject: Ref. Tender No. (the "Tender"). Bidder's declaration of the request of compliance to Subcontractor's HSE requirements from Subcontractors appointed in the event of Contract's award, subject to Client's authorization. Workplace:

The undersigned....., as legal representative of, as bidder in the Tender (the "Bidder"), acting on its name and/or on behalf of the members of the association of undertakings/consortium/joint venture (if any) which duly empowered the Bidder, hereby

DECLARES

- (i) under his own responsibility that, in case of award of the contract to be assigned following the tender, the company (or the companies) to be identified as Subcontractor (as defined in the draft of the Contract attached to the ITT, to be considered as integral part of the ITT set of documents) shall respect the minimum HSE requirements set forth in "Annexure H - Subcontractor HSE minimum requirements" duly signed and attached to this declaration, of which it shall be considered as integral part. The same company will sign the declaration referred to in "Annexure K - Subcontractor declaration of compliance with HSE requirements"

The Bidder
(acting on its behalf and/or duly empowered to sign in case of temporary association of undertakings/JV/consortium)

Annexes:

- "Annexure H- Subcontractor HSE minimum requirements"
- ID card/passport of the person who sign the declaration



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Annexure- J: TEMPLATE OF “CONTRACTOR DECLARATION ABOUT SUBCONTRACTOR HSE REQUIREMENTS- POST AWARD”

[Company Name]
[Company Address]

Declaration as per art. 47 of DPR 445/2000 (Italian Law)
[internal note for procurement: insert above declaration for contract in Italian Law, alternatively delete and insert the Bona Fide statement for Common Law]

BONA FIDE STATEMENT (Common Law)

Subject: Ref. Contract No. (the "Contract"). Contractor's declaration about compliance of its Subcontractor(s) with HSE requirements Workplace:

The undersigned....., as legal representative of, based in, VAT number....., acting on its name and/or on behalf of the members of the association of undertakings/consortium/joint venture (if any), duly empowered by them as the Contractor, hereby

DECLARES

under his own responsibility that the company as Subcontractor (as defined in the Contract) covered by the Contract respect the minimum HSE requirements set forth in "Annexure H - Subcontractor HSE minimum requirements" duly signed and attached to this declaration, of which it shall be considered as integral part.

Annexes:

- "Annexure H - Subcontractor HSE minimum requirements"
- ID card/passport of the person who sign the declaration



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Annexure- K: TEMPLATE OF "SUBCONTRACTOR DECLARATION ABOUT SUBCONTRACTOR HSE REQUIREMENTS- POST AWARD"

[Company Name]
[Company Address]

Declaration as per art. 47 of DPR 445/2000 (Italian Law)
[internal note for procurement: insert above declaration for contract in Italian Law, alternatively delete and insert the Bona Fide statement for Common Law]

BONA FIDE STATEMENT (Common Law)

Subject: Ref. Contract No. (the "Contract"). Contractor's declaration about compliance of its Subcontractor(s) with HSE requirements Workplace:

The undersigned....., as legal representative of, based in, VAT number....., acting on its name and/or on behalf of the members of the association of undertakings/consortium/joint venture (if any), duly empowered by them as the Contractor, hereby

DECLARES

under his own responsibility that the company as Subcontractor (as defined in the Contract) covered by the Contract respect the minimum HSE requirements set forth in "Annexure H - Subcontractor HSE minimum requirements" duly signed and attached to this declaration, of which it shall be considered as integral part.

Annexes:

- "Annexure H - Subcontractor HSE minimum requirements"
- ID card/passport of the person who sign the declaration



Eni Pakistan Limited

Annexure-M: INFORMATION / DOCUMENTS REQUIREMENTS

a) Bidding Stage

All bidders should supply enough information to enable the COMPANY to objectively evaluate their commitment to adhere to and comply with COMPANY HSE standards and guidelines. The information shall include but not limited to the following:

Standard Documents for ITT:

1. CONTRACTOR'S HSE Policy
2. CONTRACTOR'S HSE Statistics for last 3 years
3. LTIFR / TRIR (Lost Time Injury Frequency) / (Total Recordable Injury Rate) for a significant time (at least 3 years)
4. Any other HSE Procedures, or additional information CONTRACTOR deems useful in this respect

Commitments:

1. All bidders shall provide confirmation in writing for complying with the requirements mentioned in HSE Guidelines.
2. All bidders shall confirm for complying to Annexure-A, H, I, J, K and procedures applicable to this Contract
3. All bidders should commit that they will comply with all HSE provisions of local, provincial & national laws.

c) Requirements during Execution of Work

1. CONTRACTOR shall report all accidents and incidents to the COMPANY.
2. Contractor shall be responsible to provide the all information which COMPANY required during the entire execution period of contract.