

# Contract Handover

HSE

enipakistan

<b>Contract number</b>	5000016426	<b>Contractor &amp; Contractor Representative Contact details</b>	<b>MARS OFFICE PRODUCTS</b> Aminullah Khan Email: <a href="mailto:marspanasonic@gmail.com">marspanasonic@gmail.com</a> Mob No: +92 321 2777678
<b>Contract Holder</b>	(PNI) - ICT Manager	<b>Subject</b>	Panasonic PABX Maintenance & Support
<b>Contract Type</b>	Blanket Order (with no minimum commitment)	<b>Administrative Value</b>	Total ACV: PKR 297,000/- equivalent to USD 1,916.13 <i>Branch General: 297,000/- equivalent to USD 1,916.13</i>
<b>Effective Date</b>	10-Sep-2019	<b>Expiry Date</b>	9-September-2022
<b>Commencement Date</b>	As per 1 <sup>st</sup> call-off order date	<b>Notice</b>	N/A
<b>Bank Guarantees or Performance Guarantees to be Provided</b>			
<b>Insurances</b>	As per Original Blanket Order	Art.(13)	
<b>Compensation Scheme</b>	Payment shall be made to Supplier on lump sum basis through call –off order in advance on quarterly basis. Refer to Appendix A – Compensation Schedule.	<b>Payment terms</b>	<i>60 days from receipt of invoice</i>
<b>Penalties / Liquidated Damages</b>	Liquidated Damages shall be applied at a rate of "2.5% of the total call off order up to a maximum of 10% of the call off order value." Refer to Art.(14) of the Original Blanket Order		<b>Tick as Applicable:</b> <input checked="" type="checkbox"/> FORM OF AGREEMENT <input type="checkbox"/> Special Conditions (where applicable) <input type="checkbox"/> General Terms & Conditions <input type="checkbox"/> Appendix "A"- "Compensation and Method of Application" <input type="checkbox"/> Appendix "C Financial Guarantees - Specimen copy/ies of Advance Payment Bank Guarantee, Performance Bond or Parent Company Guarantee (where applicable) <input checked="" type="checkbox"/> Appendix "D"- "Scope of Work and Technical Specification" <input checked="" type="checkbox"/> Appendix "E" -"HSE-CR Guidelines (where applicable) <input type="checkbox"/> Appendix "E1" -"Checklist for verification of HSE Plan" (where applicable) <input checked="" type="checkbox"/> Appendix "F" Security Guidelines (where applicable) <input type="checkbox"/> -Appendix "L" - Logistics Guidelines (where applicable) <input type="checkbox"/> -Appendix "S" -Sub-contracting Information"-List of Approved Subcontractors (where applicable) <input type="checkbox"/> Call off Order specimen <input type="checkbox"/> Appendix "B"- "Price Schedule/Price List" (where applicable) <i>Appendix D, G, E &amp; F are transmitted to end user via email</i>
<b>Subcontracting</b>  <u>Note for User:</u> Cascade subcontracting and total subcontracting not allowed	No approved subcontractor. Any subcontractor authorization in post contract award phase has to be in line with C&P Procedure PR-016-R03 - Management of Sub Contracts	<b>List of Contract Documents</b>	
<b>Delivery Terms</b>	As per 1 <sup>st</sup> call-off order date	<b>Location</b>	Karachi and Bhit Staff House

# Contract Handover

enipakistan

Contract was handed over to Contract Holder on

(dd/mm/yyyy) 10<sup>th</sup> / Oct /2019

Buyer's Name & Signature	Suman Khalid		Comments (if any)
Team Leader's Name & Signature	Zafar Misbah		
C&P Manager's Name & Signature	Luigi Chiappa		
HSE Manager's Name & Signature	Samir Wasim		

## Contract Holder Acceptance

### Contract Holder Roles and Responsibilities

I hereby acknowledge that I have read and accept the role and responsibilities as a Contract Holder/Administrator below for all contracts used, under my authority as a requesting unit, relating to the procurement of goods and services.

A Contract Holder/Administrator has responsibility to manage the Contract, including communication with the Contractor as necessary to ensure it is satisfactorily performed, and undertaking responsibility for the following:

Contract Holder Representative:

Name, Dept.

IRFAN ZULFIQAR  
Regional ICT Manager  
(RECA & REFA)  
Eni Pakistan Limited

Date: 4/11/19

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)
- 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 eg. 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

**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.



Blanket Order - 5000016426

**Eni Pakistan Limited**

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

211768 - MARS OFFICE PRODUCTS  
Street: 7-36,KIYANI PLAZA 1,KIYANI SHAHEED  
ROAD, KARACHI  
Pakistan

**General Data:**

Information

Description: Panasonic PABX Maintenance & Support

Supplier: 211768 - MARS OFFICE PRODUCTS

Buyer: Suman Khalid

Valid From/To: Sep 10, 2019 - Sep 9, 2022

Contract Manager Unit: PNI

Revision Number: 00

Payment Term: 60 days invoice date

Contract Manager Name: ICT Manager, Irfan Zulfiqar

**THIS PART IS INTENTIONALLY LEFT BLANK**

**BLANKET ORDER INCLUDES ALL OF THE FOLLOWING PAGES**

**Object**

Maintenance and Services for Panasonic PABX System with Parts

**Draft form of Agreement**

With reference to your offer and subsequent correspondence, **Eni Pakistan Limited** a corporation existing under the laws of England and having its principal place of business at 5th Floor, The Forum, G-20, Block-9, Khayaban-e-Jami, Clifton, Karachi - 75600, Pakistan (hereinafter referred to as "**COMPANY**") hereby award you, **MARS OFFICE PRODUCTS** a corporation existing under the laws of Pakistan and having its principal place of business at Suite # 35-36, Kiyani Plaza no 1, Kiyani Shaheed Road, Karachi (hereinafter referred to as "**CONTRACTOR**") the CONTRACT (hereinafter referred to as "the **CONTRACT**") covering the subject at the following terms and conditions.

**1. DEFINITIONS AND INTERPRETATION**

The following definitions when capitalized shall apply to this CONTRACT:

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

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

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

**"CONTRACTOR GROUP"** means:

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

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

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

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

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

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



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

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

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

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

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

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

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

## 2. THE CONTRACT

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

- This draft form of agreement
- Appendix "A" - "Compensation and Method of Application"
- Appendix "D" - "Scope of Work/Technical Specification"
- Appendix "E" - "HSE-CR Guidelines"
- Appendix "G" - "Security Guidelines"
- Appendix "F" - "OHMS Guidelines"
- Call-Off Order

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

## 3. CONTRACT DURATION AND OPTIONS TO EXTEND

- 3.1. This CONTRACT shall become effective on 10<sup>th</sup> September 2019 (the "EFFECTIVE DATE") and shall continue in full force and effect for a period of Thirty six (36) months, subject to termination in accordance with the terms of the CONTRACT.
- 3.2. CONTRACTOR shall commence the provision of the SERVICE in accordance with the CONTRACT in the Panasonic PABX – Maintenance on the first call off order date (the "COMMENCEMENT DATE") and shall thereafter proceed with the SERVICE with due expedition and without delay, for a period of Thirty six (36) months in accordance with this CONTRACT.



- 3.3. CONTRACTOR acknowledges that the performance of the SERVICE is time critical and shall not assign to other works a priority which affects or interferes with the start, finish or timely performance of each part of the SERVICE in accordance with this CONTRACT
- 3.4. COMPANY may extend the CONTRACT for Twelve (12) additional months, under the same terms and conditions as set forth herein, by giving written notice to CONTRACTOR at least Fifteen (15) days before the expiration of the CONTRACT.

#### **4. SCOPE OF WORK**

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

#### **5. COMPLIANCE WITH LAW, PERMITS AND AUTHORIZATIONS**

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

#### **6. PERFORMANCE**

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

#### **7. CONTRACTOR PERSONNEL**

CONTRACTOR shall employ for the SERVICE only such personnel as are properly trained, qualified, suitably skilled and experienced to properly perform the tasks assigned to them in a timely and efficient manner and shall bear all cost and expenses whatsoever associated with the employment or contracting of such personnel. CONTRACTOR shall at all times be responsible for the actions or failures to act of such CONTRACTOR personnel. Where COMPANY concludes that any CONTRACTOR personnel does not possess the technical knowledge or skills necessary for the efficient provision of the SERVICE or that the behaviour of any CONTRACTOR personnel is disruptive or undesirable in any manner, COMPANY may so notify CONTRACTOR in writing and CONTRACTOR shall take any



corrective measures required by COMPANY including the removal and replacement of such CONTRACTOR personnel at no cost to COMPANY.

## **8. ASSIGNMENT**

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

## **9. HEALTH, SAFETY AND ENVIRONMENT**

- 9.1. CONTRACTOR shall perform and shall ensure that any member of CONTRACTOR GROUP providing the SERVICE shall perform the SERVICE in full compliance with all Health, Safety and Environment protection standards and regulations as required by APPLICABLE LAW and any HSE procedures in force at the Work Place. For the purpose of this Article, "Work Place" shall mean the place of performance of the SERVICE, which shall include COMPANY owned or operated premises, CONTRACTOR's premises and/or any other premises where the activities under the CONTRACT is to be performed for COMPANY.
- 9.2. If such standards, regulations and procedures as per par.1. of this Article do not adequately protect against hazard arising from the SERVICE, CONTRACTOR shall adopt appropriate measures to protect people and properties against such hazard.
- 9.3. CONTRACTOR shall inform COMPANY forthwith of any injury to, or accident involving, CONTRACTOR GROUP personnel or property connected with the SERVICE and the causes, reasons and circumstances of each occurred injury or accident and CONTRACTOR's remedial measures in respect thereof.
- 9.4. Failure by CONTRACTOR to comply with the requirements of this Article shall entitle COMPANY to:
  - a) Terminate the CONTRACT for material breach;
  - b) Discontinue, in whole or in part, the SERVICE charging CONTRACTOR with any extra costs to COMPANY resulting therefrom.

## **10. DEFECT LIABILITY**

- 10.1. Following receipt of any notice issued by COMPANY, at any time and from time to time during the period of this CONTRACT, CONTRACTOR shall promptly correct or reperform, at COMPANY's sole option and to COMPANY's satisfaction, the SERVICE or any deliverables deemed by COMPANY in its sole opinion to be defective at the sole expense of CONTRACTOR and without prejudice to any date for the provision of the SERVICE agreed under the CONTRACT.
- 10.2. If CONTRACTOR fails to meet its obligations pursuant to par. 1 of this Article within a reasonable time, then COMPANY may decide either:
  - a) to carry out, or engage others to carry out, the necessary work of correction, repair, replacement or reperformance at CONTRACTOR's expense provided that it does so in a reasonable manner and notifies CONTRACTOR of its intention so to do so. CONTRACTOR shall be liable to COMPANY for all costs and expenses reasonably incurred by COMPANY in connection with such correction, repair, replacement or reperformance and COMPANY may be deducted from the CONTRACT PRICE or recovered as a debt from CONTRACTOR at COMPANY's absolute and sole option, CONTRACTOR shall have no liability for any such correction, repair, replacement or reperformance except as provided in par. 2 a) of this Article; or
  - b) to determine and certify a reasonable deduction in any compensation payable to CONTRACTOR under this CONTRACT; or
  - c) to terminate this CONTRACT in accordance with Article "Termination".
- 10.3. Unless otherwise agreed in writing, the defect liability period (warranty period) shall be 12 months from the date in which the SERVICE or any correction, repair, replacement or reperformance was completed to COMPANY'S satisfaction.

## **11. TERMINATION**

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



performance under this par.12.3, CONTRACTOR shall be entitled to compensation for any reasonable, documented costs incurred directly as a result of the suspension.

## **12. LIABILITIES**

- 12.1. All exclusions and indemnities given under this Article "Liabilities" shall apply irrespective of cause and notwithstanding negligence or breach of duty (whether statutory or otherwise) and shall apply irrespective of any claims in tort, under this CONTRACT or APPLICABLE LAW. However, the exclusion of liability and indemnities shall not apply and may not be relied on (i) by COMPANY GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE, WILFUL MISCONDUCT or fraud or (ii) by CONTRACTOR GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE, WILFUL MISCONDUCT or fraud.
- 12.2. CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS of whatever nature and howsoever caused, in respect of or arising out of:
  - a) injury, illness or death of any member of CONTRACTOR GROUP;
  - b) loss of, or damage to the property, owned, hired or leased, of any member of CONTRACTOR GROUP.
- 12.3. COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS of whatever nature and howsoever caused, in respect of, or arising out of:
  - a) injury, illness or death of any member of COMPANY GROUP;
  - b) loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP.
- 12.4. CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY (i) caused by any member of CONTRACTOR GROUP or (ii) arising from the defects in SERVICE.
- 12.5. Subject Article.13.4. (ii) COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY caused by any member of COMPANY GROUP.
- 12.6. Notwithstanding any provision to the contrary elsewhere in the CONTRACT, and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the CONTRACT, (i) neither COMPANY nor COMPANY GROUP, shall under any circumstances, be liable to CONTRACTOR or CONTRACTOR GROUP for CONSEQUENTIAL LOSS, and CONTRACTOR hereby waives any claim it may at any time have against COMPANY GROUP in respect of any such damages, and (ii) neither CONTRACTOR nor CONTRACTOR GROUP, shall under any circumstances, be liable to COMPANY or COMPANY GROUP for CONSEQUENTIAL LOSS and COMPANY hereby waives any claim it may at any time have against CONTRACTOR GROUP in respect of any such damages, provided however, that such waivers shall not extend to any claim in respect of any fees, charges or other amounts due under this CONTRACT.
- 12.7. The indemnified PARTY in this CONTRACT shall, at all times, have the right to be represented by its own counsel at its own cost and expense and to participate in the defence of any action relating to such matter in which it may be named as a defendant.

## **13. INSURANCE**

- 14.1. CONTRACTOR shall place and maintain throughout the term of the CONTRACT:
  - 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) a Third Party Liability Insurance (or Public Liability or General Liability) covering Contractor's liabilities arising out of the performance of the CONTRACT;
  - c) If the Scope of Work expressly requires the use of any motor-vehicle, and for the time period for which this is required: motor liability insurance;
  - d) All further insurances as required by APPLICABLE LAW.
- 14.2. The cost of the insurance above shall be borne by CONTRACTOR and included in the price offer; insurance deductible shall be borne by CONTRACTOR.
- 14.3. CONTRACTOR shall provide certificates of the insurance required above, upon COMPANY request (after signature of the CONTRACT).



14.4. The submission of certificates or any evidence shall not be interpreted to mean that COMPANY is assuming any responsibility for the correctness of CONTRACTOR's insurance policies, and shall not be construed as limiting or restricting in any manner whatsoever CONTRACTOR's liability."

#### **14. LIQUIDATED DAMAGES**

14.1. The PARTIES agree that if:

- a) CONTRACTOR fails to commence the SERVICE by the relevant COMMENCEMENT DATE; or
- b) CONTRACTOR fails to complete the SERVICE by the relevant COMPLETION DATE

then CONTRACTOR shall pay to COMPANY as liquidated damages and not as a penalty for each such failure to observe such obligation in accordance with its terms, the amount of:

"2.5% of the total Call-Off order value up to a maximum of 10% of the total Call-Off Order value"

for each day of delay or part thereof, calculated from the applicable contractual due date up to and including the actual date of commencement or completion as the case may be. COMPANY may, without prejudice to any other method of recovery, deduct the amount of any liquidated damages from any monies due, or which become due, to CONTRACTOR.

14.2. If the period of delay exceeds the period of 4 weeks/days COMPANY may terminate the CONTRACT for material breach.

#### **15. TAXES**

Except as otherwise stated in this Article, CONTRACTOR shall bear and be liable for all TAXES, existing at the time of the CONTRACT award or during the term of the CONTRACT, that are assessed or levied on CONTRACTOR arising from or consequent to the CONTRACT and/or its performance by CONTRACTOR and shall, at its own expense, pay all such TAXES in accordance with APPLICABLE LAW and CONTRACTOR hereby agrees to be liable for and shall defend, indemnify and hold harmless COMPANY from and against any and all INDEMNIFIED COSTS arising out of or in connection with any assessment or levy made in respect of any of the aforesaid TAXES. CONTRACTOR agrees to require the same agreements from any of its SUBCONTRACTOR and to be liable for, and indemnify COMPANY from, any breach of such agreements by such SUBCONTRACTOR.

15.1. CONTRACTOR also agrees to comply with all applicable federal and provincial fiscal requirements under the Pakistan jurisdiction, including but not limited to filing of requisite monthly and annual fiscal tax returns wherever applicable, payment of all taxes and the making available to the fiscal authorities of all information and documentation called for thereby from time to time. If applicable pursuant to APPLICABLE LAW, CONTRACTOR agrees to register with all requisite governmental authorities and fiscal authorities prior to conducting the SERVICE hereunder.

15.2. COMPANY shall deduct Withholding Tax, on all amounts payable under the CONTRACT wherever required by the fiscal laws and/or Bilateral Treaties and on the request of the CONTRACTOR, it shall forward the relevant withholding or deducting certificate or certificates as soon as reasonably practicable in respect of such tax withheld or deducted so that the CONTRACTOR or its Affiliate is then able to seek to obtain credit against tax liabilities of the CONTRACTOR or its Affiliate from any relevant taxing authority or government authority the amount so withheld or deducted in accordance with the APPLICABLE LAW. In respect of the above, the following provisions shall also apply:

- (i) COMPANY shall use all reasonable endeavours to obtain the relevant withholding or deducting certificate or certificates in a form which the CONTRACTOR can utilize in order to enable it to recover or obtain credit from the relevant taxing authority or other government authority the amount so withheld or deducted.
- (ii) In the event that CONTRACTOR is eligible for any exemption due to application of Bilateral Income Tax Treaties and application of fiscal laws, then, in that case, the CONTRACTOR will be responsible to inform the COMPANY (in writing) at the time of award of CONTRACT, shall submit valid exemption certificate from relevant taxing authority at the time of submission of its invoices to the COMPANY and shall clearly mention on its invoices the reason for non deduction of tax. If however, the CONTRACTOR is unable to obtain the exemption certificate, then, on the request and cost of the CONTRACTOR, the COMPANY shall use all reasonable endeavour to obtain the relevant exemption certificate from the relevant taxing authority as permissible under APPLICABLE LAW. In case, the exemption certificate is not granted or refused by the relevant taxing authority due to any reason, then, in such case the COMPANY shall withhold tax as per the APPLICABLE LAW. If CONTRACTOR has failed to



properly fulfil its obligations to justify such exemption and COMPANY is subsequently penalised by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.

- (iii) In the event that CONTRACTOR is eligible for any reduced rate due to application of Bilateral Income Tax Treaties and application of fiscal laws, then, in that case, the CONTRACTOR will be responsible to inform the COMPANY (in writing) at the time of award of CONTRACT, shall submit relevant clause of the Treaty, SRO at the time of submission of its invoices to the COMPANY and shall clearly mention on its invoices the reason for deduction of tax at reduced rates. If CONTRACTOR has failed to properly fulfil its obligations to justify such reduced rate and COMPANY is subsequently penalised by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.
  - (iv) No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for Withholding Taxes. The CONTRACTOR will also be solely responsible for its ability or inability to recover tax credit from the fiscal authorities of the relevant country.
- 15.3. "Withholding Tax" for the purposes of this Article means any fee, tax, charge or deduction imposed by the fiscal authorities in the country of tax residence of COMPANY on any sum payable by COMPANY to the CONTRACTOR, as the case may be, for the fees payable under this Article.
- 15.4. All charges provided under this CONTRACT are exclusive of VAT and, to the extent that VAT is chargeable, then COMPANY shall, against delivery of a valid VAT invoice together with supporting breakdown of services provided and expenses incurred, in addition to any amounts due to the CONTRACTOR under this CONTRACT, pay to the CONTRACTOR such VAT.
- 15.5. Registration with Sindh Revenue Board (SRB)

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

## **16. CALL-OFF ORDER PROCEDURE**

- 16.1. On the basis that no minimum work commitment is guaranteed herein, the SERVICES to be performed shall be requested from time to time by COMPANY with a CALL-OFF ORDER signed by the authorized attorneys of both PARTIES.
- 16.2. COMPANY shall send to CONTRACTOR two originals of the CALL-OFF ORDER. As a minimum, and unless otherwise agreed between the PARTIES, the following information shall be provided in each CALL-OFF ORDER:
  - CONTRACT number;
  - CALL-OFF ORDER number;
  - Description of the SERVICES required;
  - Work/Service or Delivery location;
  - Commencement date;
  - Date of Completion;
  - Name of the COMPANY's representative to whom the CONTRACTOR shall report as described herein.
  - CALL-OFF ORDER amount
  - Programs(s), time schedule(s) as well as any necessary instructions and directions in connection with the SERVICES.
- 16.3. CONTRACTOR shall sign the two (2) originals of the CALL-OFF ORDER and return both to COMPANY for countersignature. COMPANY shall sign and return one original to CONTRACTOR, retaining the other original for its records.
- 16.4. In the event that any of the information in a CALL-OFF ORDER requires to be changed for any reason, then either a CALL-OFF ORDER amendment or a new CALL-OFF ORDER shall be raised by COMPANY and issued to CONTRACTOR for signature process as described above.
- 16.5. Unless otherwise agreed between the PARTIES, in the event that CONTRACTOR provides SERVICES without the authority of a CALL-OFF ORDER as described above, then COMPANY reserves the right to refuse acceptance of those SERVICES by COMPANY, and COMPANY shall not be responsible for any costs arising from such a refusal.



**17. CONTRACT PRICE**

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

**18. INVOICING**

- 18.1. After the completion of each milestone or month as the case may be, CONTRACTOR may submit invoices to COMPANY in the form and number requested by COMPANY. All invoices submitted by CONTRACTOR to COMPANY shall be accompanied by such documents and records or other evidence as COMPANY may request to support charges contained therein. Any VAT (Value Added Tax), if applicable, shall be clearly shown as a separate item.
- 18.2. The invoice shall include the following information:
  - a) reference number and date of issue of this CONTRACT;
  - b) name, address and Federal/Provincial Sales Registration Number (if applicable) and National Tax Number of the CONTRACTOR;
  - c) the code number allocated to CONTRACTOR as shown on this CONTRACT;
  - d) serial number and date of issue of the invoice;
  - e) items billable as listed, numbered and described in the applicable Appendix, including tariff heading and other details of the service;
  - f) the VAT rate and amount including equivalent amount in Pakistani Rupee (PKR) (where applicable) and/or Federal/Provincial Sales Tax Number ("STRN") (where applicable);
  - g) amount excluding and including VAT mentioning equivalent amounts in PKR;
  - h) a copy of the relevant APPROVED acceptance/milestone payment certificate;
  - i) method of transport used;
  - j) Bank details of the CONTRACTOR;
  - k) COMPANY's National Tax Number (NTN) and General Sales Tax Number (GST) which are as follows:
    - National Tax Number (NTN): 0823414-7
    - General Sales Tax Number (GST): 12-00-2711-011-91
- 18.3. The COMPANY may require a separate sales tax invoice from the CONTRACTOR exclusively in PKR containing all the particulars as prescribed under the APPLICABLE LAW.
- 18.4. All invoices submitted by CONTRACTOR to COMPANY shall be accompanied by such documents, records, lien waivers, receipts, APPROVED time sheets or other evidence as COMPANY may request to support charges contained therein and CONTRACTOR shall ensure that all such documents, records, lien waivers, receipts, APPROVED time sheets or other evidence shall truly reflect the facts about the activities, milestones and transactions to which they pertain and that COMPANY may rely upon these as being complete and accurate. In case of discrepancy is found later, amounts will be adjusted accordingly by means of credit note.
- 18.5. The PARTIES agree that Invoices shall not cover more than one CONTRACT and shall be sent to the following address:
  - Attention: Accounts Payable (accounts.payable@enipakistan.com.pk)
  - Address: Eni Pakistan Limited  
5th Floor, The Forum, G-20, Block 9



Khayaban-e-Jami, Clifton  
Karachi-75600 (Pakistan)

Queries on status of invoice may be sent to:

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

#### **19. PAYMENT**

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

- |                    |                               |
|--------------------|-------------------------------|
| - Bank Name:       | Bank Al Habib Limited         |
| - Bank Address:    | M.A. Jinnah Road Karachi      |
| - Account Name:    | Mars Office Products          |
| - Account Number : | 1008 0081 0026 9101           |
| - Swift Code:      | BAHL PK KA                    |
| - IBAN Number:     | PK24 BAHL 1008 0081 0026 9101 |

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

19.3. In case of update of bank details, Contractor will submit revised bank details to Finance (Accounts Payable) on their letterhead signed by contract signatory.

#### **20. FORCE MAJEURE**

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

#### **21. INTELLECTUAL PROPERTY RIGHTS**

21.1. Any intellectual property rights that are made, discovered or developed by CONTRACTOR GROUP in the course of or by reason of the performance of the CONTRACT shall be the property of COMPANY and shall be considered confidential information of COMPANY. CONTRACTOR shall forthwith at the request and cost of COMPANY at any time take all steps and execute all documents necessary to enable COMPANY to hold title to such intellectual property rights and obtain the relevant protection therefore.

21.2. CONTRACTOR warrants that (I) the method and processes used by it to perform the CONTRACT and (ii) the SERVICE does not infringe any intellectual property rights of any person and CONTRACTOR shall be liable for and shall provide guaranteed reimbursement, indemnify and hold harmless COMPANY GROUP from any and all liabilities, claims (including any liens and other encumbrances against property), judgements, losses, fines, penalties, expenses and any costs relating thereto (including but not limited to court costs and lawyers' fees) in respect of infringement of any such intellectual property rights.

#### **22. CONFIDENTIALITY**

22.1. All technical, financial and commercial information concerning this CONTRACT and exchanged, in writing or otherwise, by and between the PARTIES in performing any provision of this CONTRACT shall be deemed confidential by CONTRACTOR GROUP, and CONTRACTOR shall take all necessary and reasonable steps to prevent the disclosure of the received information to any other person.

22.2. CONTRACTOR's obligations under the present Article do not preclude disclosure of confidential information where CONTRACTOR can demonstrate by written evidence that:



- a. the information was already or has subsequently entered the public realm through no fault of CONTRACTOR,
  - b. CONTRACTOR already possessed that information at the time of receipt from COMPANY or has since received it from another person that is not subject to this duty of confidence, or
  - c. the confidential information is required by APPLICABLE LAW or this CONTRACT to be disclosed to a public authority or in a court of law or arbitral proceeding, provided that CONTRACTOR provides prior notice of such disclosure to COMPANY.
- 22.3. CONTRACTOR's obligations under paragraph 1 of this Article do not preclude a disclosure to the extent necessary and which is made strictly for the purpose of the performance by CONTRACTOR of its obligations under the CONTRACT and for no other purpose whatsoever to:
- a. its auditors,
  - b. its AFFILIATES,
  - c. its directors, officers, employees, consultants, advisors, agents or SUBCONTRACTORS (the "PARTIES CONCERNED")
- provided that CONTRACTOR shall ensure that the recipient under points a. to c. above signs a confidentiality undertaking at least as stringent as provisions contained in this Article.
- 22.4. CONTRACTOR shall not, and shall ensure that all members of CONTRACTOR GROUP and/or the PARTIES CONCERNED shall not:
- a. publish any press release, announcement, advertisement or reference to the SERVICES or to this CONTRACT in any way (including the award of same), or
  - b. provide any information to any newspaper, trade journal, publication or radio or television broadcasting body, or the agents or reporters of such concerns on any matters related to the SERVICES or this CONTRACT
- without prior COMPANY approval. Any proposed release, announcement, advertisement or reference shall be submitted to COMPANY for its review prior to any publication or release for publication.
- 22.5. The obligations of confidentiality under this Article "Confidentiality" shall continue in force for a period of five (5) years from the date of termination of the CONTRACT.
- 22.6. Moreover, CONTRACTOR undertakes, on its behalf and on behalf of the PARTIES CONCERNED, to respect the rules of conduct for the protection of confidentiality of Inside Information (hereinafter "INSIDE INFORMATION"), as provided by the applicable legislation.
- To this end, provided that (i) under this CONTRACT, CONTRACTOR could become aware of INSIDE INFORMATION - as defined by art. 7 of EU Regulation No. 596/2014 on market abuse (the "MAR") - transmitted in any form, regarding directly or indirectly COMPANY; (ii) if it becomes aware of such INSIDE INFORMATION, under the terms and conditions provided for by the above mentioned legislation, CONTRACTOR would be entered in the COMPANY "Insider List" (i.e. Register of Persons with Access to INSIDE INFORMATION of COMPANY) and should establish its own Register for the aforementioned INSIDE INFORMATION, taking all reasonable measures to ensure that all persons listed in its own Register acknowledge, in writing, that they have been informed of the associated legal obligations and are aware of the applicable sanctions.
- In particular, in relation to INSIDE INFORMATION, the CONTRACTOR undertakes, on its behalf and on behalf of the PARTIES CONCERNED:
- a. to treat the INSIDE INFORMATION as strictly confidential, keep it secret and not disclose it or make it known to unauthorized persons, except for specific request to that effect by the competent authorities. In such case, CONTRACTOR shall inform the COMPANY and agree on the modalities of communication of INSIDE INFORMATION to the said authorities;
  - b. to refrain- ensuring that the PARTIES CONCERNED will refrain too - from using the contents of INSIDE INFORMATION, from reproducing or taking extracts or summaries thereof, for purposes other than lawful and authorized ones relevant to the performance of this CONTRACT;
  - c. to adopt all measures reasonably possible to ensure and protect, in whole and in part, in any form and in any case, the confidentiality of the INSIDE INFORMATION, in relation to anyone.
- In particular, CONTRACTOR undertakes to limit the disclosure of INSIDE INFORMATION within its own organization to those PARTIES CONCERNED whose roles justify their having knowledge of the INSIDE INFORMATION and only to extent necessary for the performance of this CONTRACT; also, CONTRACTOR:
- declares that it has implemented appropriate tools in order to ensure the confidentiality of INSIDE INFORMATION;
  - undertakes to treat such INSIDE INFORMATION with a degree of confidentiality, diligence and caution that meet those required by the applicable legislation and its own regulations on the processing of its own confidential information and INSIDE INFORMATION.



- Should INSIDE INFORMATION be transmitted, in full or in part, to PARTIES CONCERNED, for lawful and authorized purposes, CONTRACTOR undertakes to inform them of the obligations arising out of this CONTRACT and obtain from them an analogous confidentiality undertaking, if no legal, statutory or contractual obligations of a similar nature exist;
- d. acknowledges that INSIDE INFORMATION must be managed in compliance with the obligations required by laws and by regulations, including the Italian Financial Conduct Authority (Consob) communications on the matter;
  - e. Acknowledges that the above commitments, arising from the legislation on market abuse, are binding until the INSIDE INFORMATION maintains its inside nature. However, CONTRACTOR and the PARTIES CONCERNED, as well as people belonging to its own organization, agree to keep confidential the INSIDE INFORMATION acquired during the performance of the CONTRACT.

### **23. GOVERNING LAW**

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

### **24. DISPUTES RESOLUTION**

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

### **25. ADMINISTRATIVE AND ANTI- CORRUPTION LIABILITY**

- 25.1. CONTRACTOR declares that it has reviewed and has knowledge of (a) the Eni Code of Ethics; (b) the "Anti-Corruption Management System Guideline"; (c) the Eni Guidelines for the Protection and Promotion of Human Rights. The documents under (a), (b) and (c) above are available on the website of COMPANY and CONTRACTOR undertakes to comply with the principles contained therein.
- 25.2. With reference to the performance of activities covered by the CONTRACT, CONTRACTOR undertakes to comply, and to cause its directors, staff and collaborators to comply, with the applicable laws, including the Anti-Corruption Laws applicable to Eni (meaning (i) the anti-corruption provisions in the Italian Criminal Code and in other national applicable laws, including the Legislative Decree no. 231 2001, (ii) the FCPA, (iii) the UK Bribery Act, (iv) international anti-corruption treaties such as the Organization for Economic Cooperation and the Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption).
- 25.3. With reference to the performance of activities covered by this CONTRACT, CONTRACTOR declares and warrants that it has issued and implemented governance policies aimed at preventing its own directors, employees and/or collaborators from committing, or attempting to commit, any action sanctioned under Leg. Dec. 231 dated 8th June 2001, as well as any conduct in violation of Anti-Corruption Laws and undertakes vis-à-vis COMPANY to maintain and effectively enforce these provisions for the entire duration of the CONTRACT. In particular and in accordance with these regulations, CONTRACTOR undertakes to abstain (and to cause its directors, employees and/or collaborators to abstain) from (a) offering, promising, giving, paying or authorizing anyone to give or pay, directly or indirectly, material, financial or other advantage to a Public Official or private party, and (b) accepting or authorizing anyone to accept, directly or indirectly, material, financial or other advantage or a request or solicitation from a Public Official or private party of material, financial or other advantage in breach of the applicable Anti-Corruption Laws.
- 25.4. For the purposes of this CONTRACT, Public Official shall mean:
  - a) anyone occupying a public legislative, judicial or administrative function;
  - b) anyone acting in an official capacity for or on behalf of (i) a national, regional or local public administration, (ii) an agency, department or instrumentality of the European Union or of an Italian or non-Italian national, regional or local public administration,, (iii) a company owned, controlled or invested (when the public administration, in virtue of powers or prerogatives of a public information nature, substantially exercises control over a company) by an Italian or foreign public administration (including, for example, employees of "national oil companies"); (iv) an international public organization, such as the European Bank for Reconstruction and Development, the International Bank for Reconstruction and Development, the International Monetary Fund, the World Bank, the United Nations or World Trade Organization; or (v) a



- political party, a member of a political party or a candidate for an Italian or foreign political office;
- c) anyone in charge of providing a public service, i.e. whoever performs a public service for whatever reason, where public service means an activity that is governed in the same way as a public function, except that the power vested in the latter is absent;
  - d) anyone acting as representative of local communities.
- 25.5. With reference to the performance of activities covered by the CONTRACT, CONTRACTOR undertakes, for the entire duration of the CONTRACT, to abide by the principles of the Eni Code of Ethics and to respect human rights as defined in the Eni Guidelines for the Protection and Promotion of Human Rights, published on the [www.eni.com](http://www.eni.com) website. In particular, it undertakes to refrain from:
- a) offering commissions, fees and other benefits to directors, employees or collaborators of COMPANY;
  - b) entering into trade agreements with directors, employees or collaborators of COMPANY which may negatively affect the interests of COMPANY;
  - c) undertaking business activities or entering into agreements with THIRD PARTIES in breach of the principles set out in the Eni Code of Ethics which would negatively affect the performance of the CONTRACT;
  - d) providing directors, employees or collaborators of COMPANY with non-property benefits including gifts, means of transportation and hospitality offers which go beyond the limits of commonly accepted ethical business standards.
- 25.6. CONTRACTOR declares that no conflicts of interests exist, not even potentially, in relation to the performance of this CONTRACT and undertakes to promptly report to COMPANY if any such situation should arise during the performance of the CONTRACT.
- 25.7. With reference to the performance of the activities covered by the CONTRACT, CONTRACTOR declares and warrants that:
- a) any amounts paid under the CONTRACT solely represents payment for the performance of its activities and that no part of such amounts will be transferred, directly or indirectly, to any Public Official or any private party or anyone of their Family Members (meaning the spouse, grandparents, parents, siblings, children, nieces, nephews, grandchildren, aunts, uncles and first cousins of the individual involved and his/her spouse; the spouse of any of these people; and any other individuals who share the same household) for corruption purposes or, however, in breach of applicable laws;
  - b) neither any Public Official, who in virtue of his/her functions may influence or affect the performance of the activities under the CONTRACT, nor any of his/her Family Members, are or will be appointed as CONTRACTOR's directors or employed by CONTRACTOR as employees, consultants, intermediaries or agents;
  - c) any employees or collaborators appointed in respect of the performance of the activities under the CONTRACT shall meet the same requirements as those of CONTRACTOR and shall fulfil any obligations which apply to CONTRACTOR under this Article; that any individual performing activities related to the CONTRACT, including any SUBCONTRACTOR, shall operate only under a written contract imposing conditions and undertakings equivalent to those assumed by CONTRACTOR.
- 25.8. With reference to the performance of activities covered by the CONTRACT, CONTRACTOR undertakes to:
- a) accurately and transparently record in its accounting books any sums received or paid in relation to the CONTRACT;
  - b) promptly inform COMPANY of any criticality, even potential, identified during performance of the CONTRACT and relating to the provisions and undertakings in this Article;
  - c) promptly report to COMPANY of any change occurred in relation to any information provided to COMPANY before the entering into of the CONTRACT, including any changes in the CONTRACTOR's ownership structure;
  - d) promptly report to COMPANY any request or demand for any undue payment of money or other benefit of any kind received by CONTRACTOR in connection with the performance of the CONTRACT.
- 25.9. The PARTIES hereby agree that any breach by CONTRACTOR, even partial, of the declarations, warranties and undertakings in this Article, which may be reasonably expected to result in adverse consequences for COMPANY, constitutes a material breach of the CONTRACT and shall entitle COMPANY to unilaterally withdraw from the CONTRACT, even during performance thereof, or terminate the CONTRACT, by delivering notice via registered mail, which shall include a brief summary of the circumstances or of the legal proceedings demonstrating such breach.
- In the event of information that could reasonably imply such breach, pending the required verifications or findings, COMPANY shall have the right to suspend the performance of the CONTRACT by delivering notice via registered mail, which shall include a brief summary of the relevant information. If the information is obtained from the media, COMPANY shall have the



right to exercise the above mentioned right when the information has been confirmed by an official document of the Judicial Authority and/or otherwise confirmed by the Judicial Authority. The exercise of such rights will be to the sole detriment of CONTRACTOR, which shall bear, in all cases, all additional expenses and costs.

In any case of breach by CONTRACTOR, even partial, of the declarations, warranties and undertakings in this Article, CONTRACTOR shall indemnify COMPANY from any loss, damage, also in terms of reputation, liability, costs or expenses, including legal expenses, and hold in harmless from any THIRD PARTY action arising from or consequential to such a breach.

25.10. COMPANY shall have the right to carry out an audit on CONTRACTOR in the event that COMPANY has a reasonable belief that CONTRACTOR may have violated the provisions included in this Article. To this end, CONTRACTOR undertakes to provide COMPANY with any access, data and information required to carry out such audit and with any information regarding any adoption and implementation of the Anti-Corruption Compliance Program in relation to the activities under the CONTRACT.

## **26. MISCELLANEOUS**

- 26.1. Independent Contractor. CONTRACTOR shall be an independent CONTRACTOR with respect to the performance of the SERVICE with exclusive control over its equipment, materials and personnel and neither CONTRACTOR nor anyone employed by CONTRACTOR shall be deemed for any purpose to be the employee, agent, servant, borrowed servant or representative of COMPANY in the performance of any work or service hereunder. COMPANY shall have no direction or control of CONTRACTOR, CONTRACTOR personnel or SUBCONTRACTORS. The actual performance and supervision of the activities under the CONTRACT shall be by CONTRACTOR, but COMPANY or its authorized representatives shall have full and complete access to the operations to determine whether the SERVICE is being performed by CONTRACTOR in accordance with all provisions of the CONTRACT. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby COMPANY and CONTRACTOR would be jointly liable as partners or co-ventures.
- 26.2. Entire agreement. This CONTRACT constitutes the entire agreement between the PARTIES in respect of the subject matter and supersedes all prior correspondence, negotiations, understandings, discussions and agreements, either written or oral, between the PARTIES with respect to its subject matter. This CONTRACT may not be altered, amended or modified except where agreed by the PARTIES in the form of a supplemental written agreement signed by both PARTIES. It is agreed and understood that any alteration, amendment or modification of the CONTRACT contained in e-mail exchanges or correspondence between the PARTIES shall not be effective unless and until reduced in the form of such a supplemental written agreement signed by both PARTIES.
- 26.3. Third Parties. Except as otherwise specifically set forth in this CONTRACT: (a) nothing expressed or referred to in this CONTRACT shall be construed to give any person or legal entity, other than the PARTIES any right, remedy or claim under or with respect to this CONTRACT or any provision of this CONTRACT, and (b) this CONTRACT and all of its provisions are for the sole and exclusive benefit of the PARTIES. No person or legal entity other than the PARTIES shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this CONTRACT.

## **27. NOTICES**

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

- COMPANY:**
- Attention: Mr Irfan Zulfiqar (Regional ICT Manager)
  - Address: Eni Pakistan Limited  
5th Floor, The Forum, G-20, Block 9  
Khayaban-e-Jami, Clifton  
Karachi-75600 (Pakistan)  
(92-21) 35879951
- CONTRACTOR:**
- Attention: Mr Aminullah Khan
  - Address: Suite # 35-36, Kiyani Plaza no 1,  
Kiyani Shaheed Road,  
Karachi – Pakistan  
(92-21) 32229784-85
  - Tel. No.:



**28. REPRESENTATIVES OF THE PARTIES**

- COMPANY hereby appoints as its Representative:
- 29.1 Company Representative  
 Mr Irfan Zulfiqar (Regional ICT Manager)  
 Email: [Irfan.Zulfiqar@enipakistan.com.pk](mailto:Irfan.Zulfiqar@enipakistan.com.pk)  
 Tel. No.: (92-21) - 35879951
- 29.2 Contract Administrative  
 Salman Siddiqui (Networking, Service Desk, TLC Infrastructure Team Leader)  
 E-mail: [Salman.Siddiqui@enipakistan.com.pk](mailto:Salman.Siddiqui@enipakistan.com.pk)  
 Telephone: (92-21) - 35879951
- 29.3 CONTRACTOR hereby appoints as its Representative:  
 Mr Aminullah Khan (Proprietor)  
 E-mail: [marspanasonic@gmail.com](mailto:marspanasonic@gmail.com)  
 Tel No.: (92-21) 32229784-85

**29. GOVERNING LAW**

This FORM OF AGREEMENT shall be governed by and construed in accordance with the laws of England and Wales.

**IN WITNESS whereof:**

The PARTIES have signed this FORM OF AGREEMENT on the dates stated below.

For and behalf of **COMPANY**

Signature

Name

Title

Date

For and behalf of **CONTRACTOR**

Signature

Name

Title

Date

ANGELO LIGRONE  
Managing Director

AMINULLAH KHAN

Proprietor



16 - 09 - 2019

### Appendix A Compensation Scheme and Method of Application

**1. GENERAL**

- 1.1. For the due and proper performance and the full completion of the SERVICES in accordance with the CONTRACT, CONTRACTOR shall be compensated solely by means of the prices and rates contained within this Appendix A.
- 1.2. COMPANY will not pay for any cost not included by CONTRACTOR in the prices and rates explicitly mentioned in this Appendix A, unless mutually agreed to the contrary between PARTIES.
- 1.3. All prices and rates set forth within this Appendix A shall be in PKR and all payments under this CONTRACT shall be made in 60 days.
- 1.4. All prices and rates set forth within this Appendix A shall remain fixed and unchangeable for the whole duration of the CONTRACT and shall be subject neither to any adjustment nor to any escalation and currency fluctuation, unless stated specifically otherwise herein.



- 1.5. The unit rates set out in this Appendix A shall be valid in the event COMPANY increases or decreases the quantity of SERVICES ordered.
- 1.6. The rates detailed within this Appendix A shall include all costs associated with the provision of all necessary permits and licenses, as well as to keep all of them up to date and valid along the duration of the CONTRACT.
- 1.7. All taxes, fees, licenses, permits, charges and contributions raised by law and/or exacted, levied, or assessed on CONTRACTOR by any governmental authority incidental to the performance of the SERVICES and/or furnishing of equipment and/or materials by CONTRACTOR under the CONTRACT, excluding Value Added Tax ("VAT"), if applicable. VAT, if applicable, shall be mentioned separately. No additional amount will be paid to CONTRACTOR for or on account of CONTRACTOR's payments of or liability for any such taxes, fees, licenses and charges. With reference to Article "Taxes" of the General Terms and Conditions of the CONTRACT, COMPANY shall deduct Withholding Tax, on all amounts payable under the CONTRACT wherever required by the fiscal laws and/or Bilateral Treaties. No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for Withholding Taxes.

## **2. COMPENSATION SCHEME**

- 2.1. Payment terms: Eni Standard Payment Term is Net 60 Days Credit from Original Payment Invoice Receipt date to COMPANY's Finance Department.
- 2.2. Call-Off Order: All the requirements shall be activated through call off order.

S. No.	Make	Model	Location	Annual Charges in PKR
1	Panasonic PABX	KXTD1232	Bhit Staff House	<b>55,000.00</b>
2	Panasonic PABX	KXTTEM824	Karachi Staff House	<b>44,000.00</b>



<b>Items</b>			
1	Outline	<b>Panasonic PABX Maintenance (3years)</b>	GI Num (*) 1
1.0004	Service	<b>Panasonic PABX Maintenance (2019-2020)</b>	GI Num (*) 2
Target Quantity:	1EA	Price: 99,000 PKR	Price per Unit: 1
Product category:	HARDWARE MAINTENANCE - SS06AD01		
1.0005	Service	<b>Panasonic PABX Maintenance (2020-2021)</b>	GI Num (*) 3
Target Quantity:	1EA	Price: 99,000 PKR	Price per Unit: 1
Product category:	HARDWARE MAINTENANCE - SS06AD01		
1.0006	Service	<b>Panasonic PABX Maintenance (2021-2022)</b>	GI Num (*) 4
Target Quantity:	1EA	Price: 99,000 PKR	Price per Unit: 1
Product category:	HARDWARE MAINTENANCE - SS06AD01		
2	<b>Product Category</b>	<b>Panasonic PABX Maintenance (3 years)</b>	GI Num (*) 5
	PKR	Price per Unit: 1	Payment Terms: 0060
-	60 days invoice date		
Product category:	HARDWARE MAINTENANCE - SS06AD01		

(\*) Good Issue ref. number

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

**THIS PART IS INTENTIONALLY LEFT BLANK****BLANKET ORDER INCLUDES ALL OF THE FOLLOWING PAGES**

**Appendix D Scope of Work and Technical Specification**

Refer to the attached Scope of Work document.

**Appendix E HSE-CR Guidelines**

Refer to the attached HSE-CR Guidelines.

**Appendix F OHMS Guidelines**

Refer to the attached OHMS Guidelines.

**Appendix G Security Guidelines**

Refer to the attached Security Guidelines

**Company Policies and Models**

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

The documents from point 1 to 4 are retrievable at the following websites: <https://eprocurement.eni.it> (section Suppliers>Tender>Company Policies & Models).

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Approved By: Authorized Signatory

**Contractor:**

Signature: 

Name (printed): AMIWULLU KHAN

Title: Proprietor

Date: 16 - 09 - 2019.

**Attachments:**

File Name	Description
Appendix D - Scope of Work.pdf	Appendix D - Scope of Work
Appendix E - HSE-CR Guidelines.pdf	Appendix E - HSE-CR Guidelines
Appendix F - OHMS Guidelines.pdf	Appendix F - OHMS Guidelines
Appendix G - Security guidelines.pdf	Appendix G - Security guidelines

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Approved by: Authorized Signatory

**Contractor:**

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

