

Contract Handover

eni Pakistan

Contract number	5000019073	Contractor & Contractor Representative Contact details	Innovative Integration (Pvt.) Ltd. Kamran Alam <kamran.alam@innovativeintegration.net>
Contract Holder	PBO ICT Technical Applications – PBO/ICT Manager	Subject	Procurement of NetApp Storage System for Bhit and Karachi
Contract Type	Blanket Order (With No minimum guaranteed value)	Administrative Value	Total ACV: US\$ 113,600.00 Kirthar: US\$ 39,300 G&A: US\$74,300
Effective Date	25-November-2020	Applicability CRR Post-Award	"None"
Commencement Date	Applicable from First Call-off	Expiry Date	24-November-2021
Extension Options	No	Notice	N/A
Bank Guarantees or Performance Guarantees to be Provided			N/A
Insurances	As per Original Blanket Order Art.(11) – Form of Agreement: a. Employers Liability Insurance PKR 200,000 b. General Third Party Liability Insurance: PKR200,000 c. Motor vehicles, Third Party and Passenger Liability insurance: PKR 20,000 d. Workmen's compensation insurance PKR200,000 e. all further insurances as required by APPLICABLELAW.		
Compensation Scheme	As per Appendix A - Fixed Unit rates quoted for NetApp Storage	Payment terms	60 days from receipt of invoice
Penalties / Liquidated Damages	As per Original Blanket Order Art.(16): 2.5% of the value of call-off order for each whole week of delay (seven consecutive calendar days) in delivery up to a maximum of 10% of the value of call-off order.	List of Contract Documents	Tick as Applicable: <input checked="" type="checkbox"/> FORM OF AGREEMENT (Contract Revision) <input type="checkbox"/> Special Conditions (where applicable) <input type="checkbox"/> General Terms & Conditions <input checked="" 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"
HSE requirements	As per Appendix E- HSE99–00-IN-GD-098-04		<i>[Signature]</i>

Subcontracting Note for User: 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		<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 checked="" type="checkbox"/> Appendix "H" OHHMS 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)
Delivery Terms	As per 1 st call-order date	Location	Kirthar & Branch General (G&A)

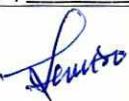
Contract Handover

eni Pakistan

Contract was handed over to Contract Holder on

(dd/mm/yyyy)

26 / Feb / 2021

Buyer's Name & Signature	Suhrab Hussain Ghumro		Comments (if any)
Team Leader's Name & Signature	Zafar Misbah		
C&P Manager's Name & Signature	Luigi Chiappa		
HSE* Manager's Name & Signature	Jahanzaib Akhtar		

Contract Holder Acceptance

Contract Holder Roles and Responsibilities

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

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

Contract Holder Representative:

Date: 10-Nov-2021

Name, Dept. TAHAL ATEEF, ICT

Sign: Taher

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

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)

Hand over meeting has been conducted with following participants:

Department	Participant

Significant notes from the meeting are as follows:

There is no further clarification required by Contract Holder.



Attachment A list of critical commodity codes

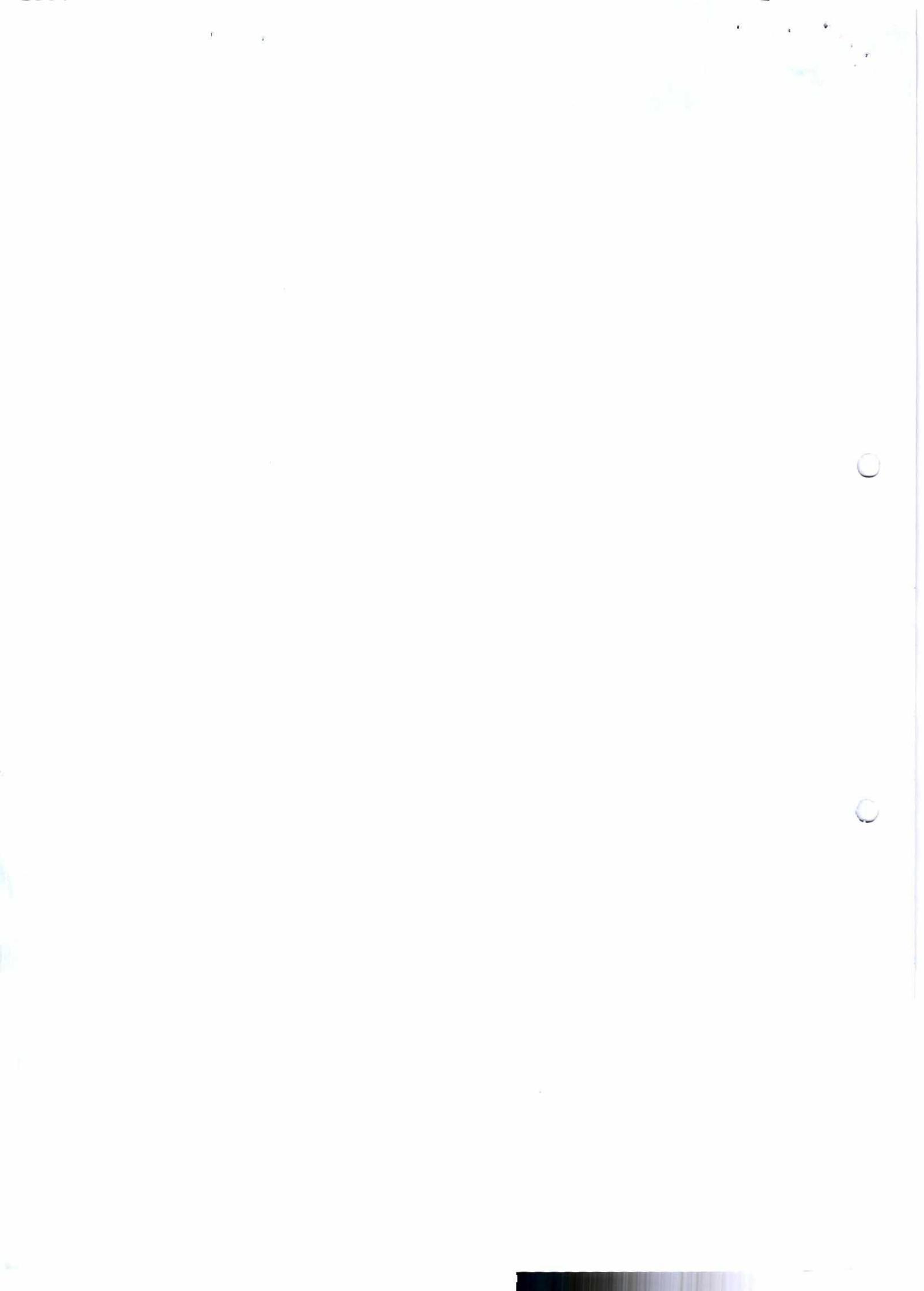


Commodity Class	Descrizione estesa EN	Characterized	Business criticity	HSE criticity
LL02AC06	FIXED AND MOBILE SCAFFOLDING	NO	C	A
LL03AB01	APPLICATION OF INSULATING AND SOUND-PROOF COVERINGS	NO	B	A
LL04AC07	EPC CENTRAL PROCESSING OIL / GAS SEP SUM UP TO 40 ML €	NO	A	A
SS01AD02	SERVICES MANAGEMENT, SUPERVISION, 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)







Blanket Order no: 5000019073

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

GENERAL INFORMATION			
Description:	PROVISION OF THE SUPPLY OF NETAPP STORAGE SYSTEM FOR BHIT AND KARACHI		
Contractor Name:	Innovative Integration (Pvt.) Ltd.	SAP code:	520299
Contractor Address:	2 ND Floor, KDLB Building, 58 West Wharf Road, Karachi, Pakistan		
Buyer Name:	Suhrab Hussain Ghumro		
Contract Manager Unit:	Taha Lateef - Regional ICT Manager		

THIS PART IS INTENTIONALLY LEFT BLANK

ORDER INCLUDES ALL OF THE FOLLOWING PAGES



X X



Blanket Order no: 5000019073

Object

PROVISION OF THE SUPPLY OF NETAPP STORAGE SYSTEM FOR BHIT AND KARACHI

FORM OF AGREEMENT

INDEX

- 1. DEFINITIONS AND INTERPRETATION**
- 2. SCOPE OF WORK**
- 3. CONTRACT DOCUMENTS AND PRIORITY**
- 4. CONTRACT DURATION AND TERMINATION**
- 5. KICK OFF MEETING**
- 6. DELIVERY POINT**
- 7. DELIVERY**
- 8. TRANSPORTATION**
- 9. CONTRACTOR PERSONNEL**
- 10. INSPECTION AND TESTING**
- 11. INSURANCE**
- 12. LIMITATION ON LIABILITY**
- 13. DEFECT LIABILITY**
- 14. INVOICING**
- 15. PAYMENT**
- 16. LIQUIDATED DAMAGES**
- 17. NOTICES**
- 18. REPRESENTATIVES OF THE PARTIES**
- 19. SURVIVORSHIP**



s

X



Blanket Order no: 5000019073

CONTRACT No. 5000019073

Subject: PROVISION OF THE SUPPLY OF NETAPP STORAGE SYSTEM FOR BHIT AND KARACHI ON CALL-OFF BASIS

With reference to your offer dated 30-September-2020 and subsequent to all corresponding, we, **Eni Pakistan Limited**, hereby award you - **Innovative Integration (Pvt.) Ltd**, PROVISION OF THE SUPPLY OF NETAPP STORAGE SYSTEM FOR BHIT AND KARACHI, the subject CONTRACT (hereinafter referred to as "the CONTRACT") on the following terms and conditions.

The CONTRACT is made by and between the following PARTIES designated as "COMPANY" and "CONTRACTOR":

COMPANY:

Eni Pakistan Limited, a corporation existing under the laws of England and having its principal place of business at the following address:

Address:

5th Floor, The Forum, G-20, Block-9, Khayaban-e-Jami, Clifton, Karachi - 75600, Pakistan.

and

CONTRACTOR:

Innovative Integration Pvt Ltd, a corporation existing under the laws of Pakistan and having its principal place of business at the following address:

Address:

2nd Floor KDLB Building 58 West Wharf Road, Karachi-Pakistan

The CONTRACT constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and shall supersede and cancel all prior agreements or understandings, whether oral or written.

1. DEFINITIONS AND INTERPRETATION

In this FORM OF AGREEMENT, words and expressions shall have the same meanings as are assigned to them herein and in the General Conditions.

In addition, the PARTIES agree the following definitions:

CERTIFICATE OF DELIVERY means the certificate issued by COMPANY in accordance with Article "Delivery" stating the transfer of care custody control protection and/or preservation of the GOODS from CONTRACTOR to COMPANY.

COMPANY ITEMS means equipment and material to be supplied by COMPANY to CONTRACTOR under this CONTRACT.

DELIVERY DATE means the date set out in the applicable Schedule by which the GOODS or any part thereof shall be delivered, or made available for delivery by CONTRACTOR at the DELIVERY POINT.

DELIVERY LOT(S) shall mean all GOODS which have the same DELIVERY DATE.

DELIVERY ORDER shall mean a COMPANY's written request to supply the GOODS, signed by COMPANY's REPRESENTATIVE.

DELIVERY POINT means the location notified by COMPANY to CONTRACTOR, where the CONTRACTOR shall deliver, or make available for delivery, the GOODS to COMPANY or any entity nominated by COMPANY.



S



Blanket Order no: 5000019073

PROJECT means PROVISION OF THE SUPPLY OF NETAPP STORAGE SYSTEM FOR BHIT AND KARACHI ON CALL-OFF BASIS

2. SCOPE OF WORK

2.1 The scope of the CONTRACT is the supply by CONTRACTOR of the following GOODS:

The PARTIES agree that in consideration for the payments to be made by COMPANY under the CONTRACT, CONTRACTOR hereby covenants to diligently supply of **PROVISION OF THE SUPPLY OF NETAPP STORAGE SYSTEM FOR BHIT AND KARACHI** (the "GOODS") as is more fully described in the Appendix "D" - "Scope of Work and Technical Specifications", in accordance with the provisions of the CONTRACT in accordance with the provisions of the CONTRACT.

2.2 On the basis that no minimum work commitment is guaranteed hereunder, the GOODS to be supplied shall be requested from time to time by COMPANY with a CALL-OFF ORDER issued by COMPANY in accordance with the Article "Call-Off order" of the General Conditions.

2.3 CONTRACTOR shall provide the following services:

The PARTIES agree that in consideration for the payments to be made by COMPANY under the CONTRACT, CONTRACTOR hereby covenants to diligently supply of NetApp Storage System and Maintenance Services (the "GOODS & SERVICES") as is more fully described in the Appendix "D" - "Scope of Work and Technical Specifications", in accordance with the provisions of the CONTRACT in accordance with the provisions of the CONTRACT.

3. CONTRACT DOCUMENTS AND PRIORITY

The following documents shall constitute the CONTRACT:

- This FORM OF AGREEMENT
- General Conditions
- Appendix "A" - "Compensation and Method of Application"
- Appendix "D" - "Scope of Work and Technical Specification"
- Appendix "E" - "HSE-CR Guidelines"
- Appendix "F" - "Security Guidelines "
- Appendix "H" - "OHMS Guidelines"

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

4. CONTRACT DURATION AND TERMINATION

4.1. This CONTRACT shall become effective on **25-November-2020** (the "EFFECTIVE DATE") and shall remain in full force and effect for period of Twelve (12) months or until the expiry of the WARRANTY PERIOD or until CONTRACTOR has fulfilled all its obligations under the CONTRACT, whichever is later.

4.2. COMPANY may extend the CONTRACT for (12) additional months, under the same terms and conditions as set forth in the CONTRACT, by giving written notice to CONTRACTOR at least 15 days before the expiration of the CONTRACT.

5. KICK OFF MEETING

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



[Handwritten signatures]



Blanket Order no: 5000019073

6. DELIVERY POINT

CONTRACTOR shall deliver the GOODS on delivery terms DDP - Eni Pakistan's Korangi Warehouse Karachi in accordance with the INCOTERMS effective 2010 and subsequent update.

7. DELIVERY

- 7.1 CONTRACTOR shall, within 10 days of the EFFECTIVE DATE / Call off Order, submit to COMPANY the shipping and delivery schedules in respect of the DELIVERY DATES of the GOODS. Within 20 days of receipt of the shipping and delivery schedules, COMPANY REPRESENTATIVES shall either approve the same or notify CONTRACTOR of changes required to obtain APPROVAL. In the latter event, CONTRACTOR shall promptly modify and re-submit the shipping and delivery schedules.
- 7.2 CONTRACTOR shall submit a fortnightly progress and look ahead report to COMPANY, which shall show the progress status and schedule of the supply of the GOODS and include such details as shall be specified by COMPANY.
- 7.3 CONTRACTOR shall notify COMPANY of the proposed DELIVERY DATE of GOODS together with a copy of the packing list including the weights and measures of each package, and the description of all articles and their quantities in each of the packages to be delivered on such date no later than two weeks prior to their delivery in accordance with the shipping and packing instructions set out in the applicable Appendix.
- 7.4 Subject to the completion of inspection, testing and packaging of the GOODS or part thereof in accordance with the CONTRACT to COMPANY's satisfaction, COMPANY shall issue the certificate (hereinafter "CERTIFICATE OF DELIVERY") in respect thereof and such GOODS shall be deemed delivered on the date appearing on such CERTIFICATE OF DELIVERY. The delivery of all such GOODS shall be recorded in writing by COMPANY and CONTRACTOR.
- 7.5 CONTRACTOR shall provide adequate protection, warehousing and maintenance of the GOODS throughout their storage period and shall arrange and manage the proper identification and administration of the GOODS until delivery in accordance with the CONTRACT.

8. TRANSPORTATION

- 8.1 CONTRACTOR shall ensure that the dispatch and the delivery of GOODS are expeditiously implemented and efficiently coordinated in accordance with the terms, conditions and procedures specified in this CONTRACT.
- 8.2 Prior to transportation from any worksite to the site of any and all parts of major components of the GOODS, including packages and/or modules, by sea or by special means or any other major transportation, CONTRACTOR shall obtain all necessary inspection certificates by certifying agencies with respect to the characteristics of the means and procedures to be used during packing, weighing, load-out, sea fastening, transportation, off loading and manage installation in accordance with IMO/IATA and ADR requirements.
- 8.3 If CONTRACTOR is unable to promptly load or unload its shipment, it shall notify COMPANY of such inability not less than 10 working days in advance of arrival. COMPANY, at its option, may load or unload or make arrangements for others to load or unload such shipments for the account and at the risk of CONTRACTOR.

9. CONTRACTOR PERSONNEL

The categories KEY PERSONNEL are as follows:

Syed Akhtar Ghazi (Director)

Kamran Alam (Senior Technical Consultant)





Blanket Order no: 5000019073

Curriculum Vitae in respect of KEY PERSONNEL shall be supplied to COMPANY and such KEY PERSONNEL shall be APPROVED prior to commencement of the CONTRACT.

KEY PERSONNEL shall not be replaced or re-assigned by CONTRACTOR without prior APPROVAL. In case KEY PERSONNEL are moved without prior APPROVAL, CONTRACTOR shall pay to COMPANY, by way of pre-determined liquidated and ascertained damages, and not as a penalty, for each such occurrence in the categories of KEY PERSONNEL as specified in the CONTRACT. Such damage shall be calculated on the basis of 2.5% of the relevant Call-Off up to 10% of the total Call-Off value.

10. INSPECTION AND TESTING

- 10.1 CONTRACTOR shall submit to COMPANY for APPROVAL, within 10 days of the EFFECTIVE DATE, a detailed inspection and test programme together with all related specimen test report forms, in accordance with the relevant Appendix/ices. Within 10 days of receipt of such detailed programme, COMPANY REPRESENTATIVE shall either approve the same or notify CONTRACTOR of changes required to obtain APPROVAL. In the latter event, CONTRACTOR shall promptly modify and re-submit the detailed inspection and test programme with the modifications required by COMPANY. If under APPLICABLE LAW the detailed inspection and test program is subject to approval by a government authority, or if participation of a governmental authority is required in any element of the detailed inspection and test program, COMPANY shall not be required to approve the program until such approval and/or agreement of the government authority to participate in such tests is obtained.
- 10.2 Where tests are required to be carried after the delivery of the GOODS by CONTRACTOR at the DELIVERY POINT, the CONTRACTOR shall provide 10 days' notice to COMPANY when CONTRACTOR considers that the GOODS are ready for any inspection and testing. CONTRACTOR shall inspect and test such GOODS, and notify COMPANY in writing of any deficiency and CONTRACTOR shall replace such deficient GOODS and present them to the DELIVERY POINT, TAXES paid, free of charge to the COMPANY within a reasonable time, failing which COMPANY may provide such replacement services or items which shall be deemed to be GOODS, as appropriate, from the date of presentation to COMPANY thereof and the cost of which shall be borne by CONTRACTOR.
- 10.3 Where tests are required to be carried out prior to delivery and any of such inspections and/or tests show that any part of the GOODS do not comply with the requirements of the CONTRACT, CONTRACTOR, whether notified or not by COMPANY, shall immediately correct the defects and shall repeat the inspection and/or tests until the defects have been put right and the defective item complies with this CONTRACT.
- 10.4 Where tests are required to be carried out prior to delivery, CONTRACTOR shall, at its sole cost, provide everything necessary for the proper performance of tests and inspections, including but not limited to:
 - a) all necessary testing equipment with related calibration systems, products, appliances and all temporary equipment and materials such as connecting piping, valves, cables, measurement and recording equipment and the like;
 - b) all associated workmanship, manpower and facilities;
 - c) all necessary utilities (with characteristics equivalent to those used at site when so specified in this CONTRACT); and
 - d) free access to COMPANY and its designated auditors and inspectors.
- 10.5 CONTRACTOR shall immediately report in writing to COMPANY, and any government authority if required by APPLICABLE LAW, the results of all inspections and tests. CONTRACTOR shall incorporate such results with all the related certificates in the relevant quality control dossier, which shall be kept available at any time for review by COMPANY REPRESENTATIVE.
- 10.6 At any time during the provision of the GOODS, COMPANY shall have the right to instruct CONTRACTOR to perform a re-examination of any part of the GOODS and CONTRACTOR shall



[Handwritten signature]

[Handwritten signature]



Blanket Order no: 5000019073

re-inspect and/or re-test such parts of the GOODS as instructed by COMPANY, except where the GOODS are no longer reasonably accessible to be re-examined.

- 10.7 The carrying out of tests and inspections and the supply of test reports and material certificates under this Article shall in no way relieve CONTRACTOR of any other obligation under this CONTRACT.

11. INSURANCE

With reference to the Article "Insurance" of the General Conditions, the PARTIES agree that in addition to the insurance policies listed in the General Conditions, CONTRACTOR shall provide:

- 11.1. CONTRACTOR shall place and maintain throughout the term of the CONTRACT following insurances with limits in accordance with APPLICABLE LAW:
- a. Workmen's compensation insurance PKR 200,000, 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 of PKR 200,000 (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 of PKR 20,000 required;
 - d. insurance covering damage to the GOODS for the full replacement value if and as required under Incoterms or other delivery terms agreed in the CONTRACT;
 - e. all further insurances as required by APPLICABLE LAW.
- 11.2. The cost of the insurance above shall be borne by CONTRACTOR and included in the CONTRACT PRICE; insurance deductibles shall be borne by CONTRACTOR.
- 11.3. CONTRACTOR shall provide certificates of the insurance required above, upon COMPANY request (after signature of the CONTRACT). 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.

12. LIMITATION ON LIABILITY

- 12.1 CONTRACTOR's maximum aggregate liability pursuant to this CONTRACT ("AGGREGATE LIABILITY") whether arising from tort, breach of contract or any other cause of action shall be one hundred percent (100%) of the CONTRACT PRICE.
- 12.2 Notwithstanding paragraph 1 above, none of the following shall be considered in determining whether the aggregate liability has been reached:
- a) correction repair or replacement of any GOOD or part thereof free of charge to COMPANY and/or at CONTRACTOR's expense in accordance with this CONTRACT until the CERTIFICATE OF DELIVERY;
 - b) correction, repair or replacement of any GOOD or part thereof free of charge to COMPANY and/or at CONTRACTOR's expense in accordance with Article "Defect liability" and/or any other CONTRACTOR's obligation stated in Article "Defect liability" of the CONTRACT;
 - c) CONTRACTOR's indemnification and liability obligations under Articles "Administrative and Anti-corruption Liability", "Contractor Personnel", "Health, safety and Environment", "Compliance with law, permits and authorisations", "Intellectual Property rights", "Taxes", "Customs Duties and fees", "Liabilities and Indemnities", "Insurance", of this CONTRACT;
 - d) Liabilities with respect to loss or damage arising out of or connected with CONTRACTOR GROUP's fraud, GROSS NEGLIGENCE, WILFUL MISCONDUCT;
 - e) Insurance proceeds in respect of a claim under the CONTRACT;





Blanket Order no: 5000019073

- f) CONTRACTOR's own costs and overheads in connection with the activities under the CONTRACT;
- g) Costs incurred by CONTRACTOR as a result of a dispute under this CONTRACT, including those in relation to legal, expert and other consultancy fees and arbitration expenses; or
- h) any liquidated damages paid or payable by CONTRACTOR under this CONTRACT.

12.3 For purposes of clarity, this Article shall act solely as a limit on CONTRACTOR's liability to COMPANY under this CONTRACT and not as an indemnity or guarantee of reimbursement by COMPANY to CONTRACTOR of any kind or nature.

13. DEFECT LIABILITY

- 13.1 Within eighteen (18) months from the provisional acceptance certificate of the facility where the GOODS are installed or thirty six (36) months from the CERTIFICATE OF DELIVERY, whichever expires earlier (hereinafter the "WARRANTY PERIOD"), in addition to, and without prejudice to any rights and remedies that COMPANY may have under this CONTRACT or under APPLICABLE LAW, CONTRACTOR shall promptly, after receipt of notice from COMPANY: (i) correct, repair or replace, at COMPANY's option and to COMPANY's satisfaction, the GOODS or any part thereof deemed by COMPANY in its sole opinion to be defective and any other goods or services to which damage is caused arising from or as a consequence of the defect notified by COMPANY to CONTRACTOR referred to above, and (ii) provide all removal, transportation, return and reinstallation of such GOODS as COMPANY deems necessary, all at no cost to COMPANY.
- 13.2 If CONTRACTOR fails to meet its obligations pursuant to the paragraph 1 above within a reasonable time, COMPANY may decide either:
 - (a) to carry out, or engage others to carry out, the necessary work of correction, repair or replacement at CONTRACTOR's expense; or
 - (b) to determine and certify a reasonable deduction in the CONTRACT PRICE; or
 - (c) if the defect is such that COMPANY has been deprived of (i) substantially the whole of the GOODS or, (ii) a part of the GOODS for a substantial period of time, then COMPANY may terminate the CONTRACT and shall be entitled to recover all sums paid in respect of such part of the GOODS and any ancillary costs related thereto including the related costs borne by COMPANY GROUP.
- 13.3 CONTRACTOR shall warrant all corrected repaired and replaced GOODS since the date of COMPANY's acceptance of corrected, repaired or replaced GOODS in accordance with the CONTRACT for a period of twenty four (24) months thereafter.

14. INVOICING

- 14.1 In consideration for the satisfactory performance of this CONTRACT in accordance with its terms, COMPANY shall pay CONTRACTOR the sums set out in, and in accordance with, this CONTRACT.
- 14.2 In accordance with the provisions of Article "Invoicing" CONTRACTOR may send invoices within 30 days.
- 14.3 The invoice(s) 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)





Blanket Order no: 5000019073

- Queries on status of invoice may be sent to:
- Attention: The Accounting Manager
- Fax No.: +92 21 35838493

15. PAYMENT

Subject to the APPROVAL by COMPANY of CONTRACTOR's invoice, the invoice shall be paid within 60 days of receipt, in the currency PKR (on Interchange bank exchange Rate of USD to PKR) and to the bank account opened in the name of the CONTRACTOR details specified hereinafter:

- Bank Name:	MEEZAN BANK LIMITED
- Bank Address:	2 nd Floor KDLB Building 58 West Wharf Road, Karachi
- Account Name:	Innovative Integration Pvt Ltd
- Account Number:	0195-0101824078
- SWIFT Code:	MEZNPKKAGRD
- IBAN Number:	PK27 MEZN 0001 9501 0182 4078

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

16. LIQUIDATED DAMAGES

The PARTIES agree:

16.1 Liquidated Damages for late delivery

- a) If CONTRACTOR fails to deliver the GOODS by the DELIVERY DATE or any extension thereof, CONTRACTOR shall pay to COMPANY as liquidated damages and not as a penalty for such failure the amount of 2.5% for each whole week of delay (seven consecutive calendar days) of delay, calculated from the applicable DELIVERY DATE (including the actual date of completion). The PARTIES agree that this amount represents a genuine pre-estimate of COMPANY's loss per day in the event of such delay up to a maximum of 10% of the total Call-Off order value.

The liquidated damages for delay stated in paragraph 1 lett. a) and b) above, shall in any event not exceed 10 days or aggregate value of liquidated damages paid by CONTRACTOR exceeds 10% of the CONTRACT PRICE.

- 16.2 The liquidated damages set out in this Article shall be the COMPANY's sole and exclusive financial remedy in the event CONTRACTOR fails to achieve the respective obligations for which these liquidated damages are applied in accordance with the CONTRACT, provided always that if the failure to achieve the relevant obligation persists once liquidated damages have reached the applicable maximum cap stated in this Article, COMPANY shall be entitled to terminate the CONTRACT for cause and shall be entitled to be reimbursed its reasonable and documented direct damages in connection with such termination in accordance with Article "Termination for cause" of the General Conditions.

- 16.3 Without prejudice to any other remedy available to COMPANY, COMPANY may determine and certify a reduction in the CONTRACT PRICE to offset the effects of any damage resulting from a delay in delivering the GOODS.

- 16.4 The times for delivery of the GOODS/TECHNICAL DOCUMENTATION/FINAL DOCUMENTATION may be changed only in accordance with and for reasons expressly specified in the CONTRACT, including:





Blanket Order no: 5000019073

- event of FORCE MAJEURE, provided that notice of any cause of the event of FORCE MAJEURE shall be given to COMPANY as stated in Article "Force majeure" of the General Conditions;
- any act of prevention attributable to COMPANY or to COMPANY's other contractors (excluding CONTRACTOR) or breach of CONTRACT by COMPANY;
- any other case expressly provided for in the CONTRACT.

In all the cases specified in this paragraph, no liquidated damages shall apply.

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.

17. NOTICES

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

COMPANY:

- Attention: **Mr. Taha Lateef - Regional ICT Manager**
- Address: Eni Pakistan Limited
5th Floor, The Forum, G-20, Block 9
Khayaban-e-Jami, Clifton
Karachi-75600 (Pakistan)

CONTRACTOR:

- Attention: Syed Akhtar Ghazi (Director)
- Address: 2nd Floor KDLB Building 58 West Wharf Road, Karachi
- Tel. No.: +9221-32200013, +9221-32311933
- Fax No.: +9221-32314451
- and copy to: akhtar.ghazi@innovativeintegration.net

18. REPRESENTATIVES OF THE PARTIES

12.1 COMPANY hereby appoints as its Representative:

- COMPANY REPRESENTATIVE:
Mr Taha Lateef - Regional ICT Manager
Eni Pakistan Limited
Email: Taha.Lateef@eni.com
- CONTRACT ADMINISTRATOR:
Atif Khan, Systems & Data Center Team Leader, Information & Communication Technology
Email: atif.khan@eni.com
Telephone: 03334900375

CONTRACTOR hereby appoints as its Representative:

- CONTRACTOR REPRESENTATIVE:
Kamran Alam, Senior Technical Consultant
Email: kamran.alam@innovativeintegration.net
Telephone: +9221-332-3000147

SURVIVORSHIP

Unless otherwise specifically stated elsewhere in the CONTRACT, those provisions of this CONTRACT which by their nature extend beyond completion of the provision of GOODS including, but not limited to, the provisions of Articles:

- Compliance with Law, Permits and Authorizations
- Defects Liability

[Signature]

[Signature]





Blanket Order no: 5000019073

- Liabilities and Indemnities
- Liquidated Damages
- Administrative and anti-corruption liability
- Representation and Warranties
- Financial security
- Taxes
- Insurance
- Audit and records
- Confidentiality
- Dispute Resolution
- Governing Law
- Title
- Survivorship
- Intellectual Property Rights
- Limitation of Liability

shall survive any expiration, cancellation or termination of this CONTRACT or completion of the provision of GOODS.

IN WITNESS whereof:

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

For and on behalf of **COMPANY**

For and on behalf of **CONTRACTOR**

Signature

Signature

Name

A handwritten signature in blue ink, appearing to read "Enrico Trovato".

Name

Title

ENRICO TROVATO
Managing Director

Title

Date

Date

A handwritten signature in blue ink, appearing to read "Syed Achtar Ghazi".



SYED ACHTAR

GHAZI

DIRECTOR

4th Dec 2020

GENERAL CONDITIONS

GENERAL PROVISIONS

1. Definitions and interpretations
2. Variations
3. Administrative and anti-corruption liability
4. Confidentiality
5. Bankruptcy
6. Assignment of contract
7. Subcontracting
8. Force majeure
9. Governing law



Blanket Order no: 5000019073

10. Intellectual property rights
11. Contractor personnel
12. Compliance with law, permits and authorizations
13. Independent contractor
14. Audit and records
15. Waivers
16. Severability
17. Third parties
18. Entire agreement
19. Contract duration and termination
20. Dispute resolution
21. Taxes
22. Custom duties and fees

AREA OF OPERATIONS

23. Knowledge of area of operations

EXECUTION OF THE SUPPLY OF GOODS

24. Call Off Order

ECONOMIC SECTION

34. Contract price
35. Invoicing
36. Payments

HEALTH, SAFETY AND ENVIRONMENT

37. Health, safety and environment

COMMUNICATIONS AND CONTRACT MANAGEMENT

38. Notices
39. Representatives of the parties

WARRANTIES AND LIABILITIES

40. Representations and warranties
41. Liabilities and Indemnities
42. Insurance
43. Liquidated damages
44. Financial security



D

J



Blanket Order no: 5000019073

GENERAL PROVISIONS

1. Definitions and interpretations

The following definitions when capitalized shall apply to this CONTRACT:

"AFFILIATE" means in relation to any legal entity, a legal entity which directly or indirectly controls, which is directly or indirectly controlled by, or which is directly or indirectly under common control with, another legal entity. For the purpose of this definition a legal entity is:

a) directly controlled by another legal entity if such other legal entity legally or beneficially owns shares or any other form of ownership interest carrying more than fifty percent (50%) of the votes exercisable at a general meeting of the first mentioned legal entity or representing more than fifty percent (50%) of the capital of the first mentioned legal entity; and

b) indirectly controlled by a legal entity ("the parent legal entity") if a series of legal entities, beginning with the parent legal entity and ending with the first mentioned legal entity, are so related that each legal entity of the series, except the parent legal entity, is directly controlled by one or more of the legal entities earlier in the series.

ANCILLARY SUBCONTRACTORS means any person, including any vendor or supplier, with whom CONTRACTOR has entered into any contract to provide any work, service or goods, which are functionally connected to the scope of work, but not specifically detailed in the technical specification describing the scope of work.

"APPLICABLE LAW" means any treaty, law, decree, order, regulation, decision, statute, ordinance, rule, directive, code 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.

"APPROVAL" means a written notification by COMPANY to CONTRACTOR that a document, proposal or action is approved by COMPANY.

"APPROVE/APPROVED" means that COMPANY notifies/has notified CONTRACTOR by means of an APPROVAL that a document, proposal or action is approved by COMPANY.

"AREA OF OPERATIONS" means the location(s) or area(s) utilised in connection with the CONTRACT.

BACKGROUND means any title or information on which any INTELLECTUAL PROPERTY RIGHTS of a PARTY subsist, which is in the possession or held, developed or acquired by that PARTY or by any member of its respective group (COMPANY GROUP or CONTRACTOR GROUP, as the case may be) prior to the EFFECTIVE DATE, or in any case even after such date but outside the scope of this CONTRACT, and which is specifically needed, used or required for the performance of the CONTRACT. It is understood that COMPANY's BACKGROUND shall include, without limitation, the COMPANY GROUP's INTELLECTUAL PROPERTY RIGHTS on the FEED PACKAGE as well as any COMPANY provided documentation.

"BANK GUARANTEE" has the meaning specified in the Article "Financial security".

"CALL-OFF ORDER" means a COMPANY's written request to provide the SERVICES.

"COMPANY" means the legal entity designated as such in the FORM OF AGREEMENT.

"COMPANY GROUP" means:

Innovative Integration Private Limited
KARACHI
21/7/2017
S



Blanket Order no: 5000019073

- a. COMPANY and its AFFILIATES;
- b. PARTNERS;
- 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; but shall not include any member of CONTRACTOR GROUP.

"COMPANY REPRESENTATIVE" means the person appointed by COMPANY in accordance with Article "Representatives of the parties".

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

"CONTRACT PRICE" means the full amount of any compensation to be paid by COMPANY to CONTRACTOR in accordance with this CONTRACT for all GOODS provided hereunder.

"CONTRACT" means the FORM OF AGREEMENT and documents listed therein as forming the CONTRACT and any amendments, supplements and alterations thereto.

"CONTRACTOR" means the legal entity designated as such in the FORM OF AGREEMENT.

"CONTRACTOR GROUP" means:

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

but shall not include any member of COMPANY GROUP.

"CONTRACTOR PERSONNEL" means the personnel to be furnished by CONTRACTOR GROUP under the CONTRACT.

"CONTRACTOR REPRESENTATIVE" means the person appointed by CONTRACTOR in accordance with Article "Representatives of the parties".

"EFFECTIVE DATE" means the date stated in the FORM OF AGREEMENT on which this CONTRACT comes into force.

"FCPA" means the U.S. Foreign Corrupt Practices Act of 1977, as may be amended from time to time.

FEED PACKAGE (where applicable) means the documents, data sheets, drawings and all other data in all media related to the design of the GOODS as may be required for the performance of the CONTRACT, supplied by COMPANY to CONTRACTOR and included in the applicable Appendix.

"FINAL DOCUMENTATION" means all documentation whatsoever, drawings and data on electronic, optical and magnetic media related to the provision of the GOODS, including but not limited to as built drawings, certificates of inspecting and/or certifying entities, descriptive and operating manuals and instructions, maintenance and safety manuals and instructions (with the necessary information and data to start-up, operate and maintain the related equipment including spare parts and special tools identification), to be provided by CONTRACTOR in accordance with the CONTRACT.



X

S



Blanket Order no: 5000019073

"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 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, lightning, Acts of God, national strikes (excluding those limited to CONTRACTOR GROUP), riots, insurrections, civil commotions, quarantine restrictions, epidemics, earthquakes, landslides, avalanches, floods, hurricanes, explosions and regulatory and administrative or similar action or delays to take actions of any governmental authority.

"FORM OF AGREEMENT" means either: (i) a document executed by both COMPANY and CONTRACTOR, or (ii) a letter of award executed by COMPANY and a letter of acceptance of executed by CONTRACTOR, as the case may be, which is a part of this CONTRACT and with respect to which these terms and conditions form part.

GOODS means the equipment, machinery, materials and/or supplies, and/or any part thereof, to be provided directly or indirectly by CONTRACTOR in accordance with the CONTRACT.

"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.

"ICC RULES" means the rules of conciliation and arbitration of the International Chamber of Commerce.

"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.

"INTELLECTUAL PROPERTY RIGHTS" means any and all intellectual property rights, including but not limited to those concerning inventions, patents, utility models, registered designs and models, trademarks, service marks, domain names, applications for any of the foregoing (and the rights to apply for any of the foregoing), proprietary information and/or proprietary technical know-how, copyright, software, authorship, whether any of the forgoing is patentable or not, registered or not, where applicable, and any similar rights.

"INTERNATIONAL GOOD OIL FIELD PRACTICE" means all those uses and practices that are at the time in question then generally accepted in the international petroleum industry as good, safe, economical and efficient in exploring for, developing, producing, processing and transporting petroleum, hydrocarbons and associated by-products.

"PARENT COMPANY GUARANTEE" means the parent COMPANY guarantee as set out in the Article "Financial security".

"PARTNERS" means an entity or entities with whom COMPANY is or may from time to time be a party to a joint operating or joint venture agreement, unitization agreement or any other relevant agreement relating to the PROJECT or operations in relation to which the GOODS are being provided.

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

"PROJECT" means the project where COMPANY is involved as better specified in the FORM OF AGREEMENT.



X



Blanket Order no: 5000019073

"SUBCONTRACTOR" means any person, including any vendor or supplier, with whom CONTRACTOR has entered into any contract to provide any such part of the GOODS and/or services to be rendered under the CONTRACT, including any person at any tier with whom any SUBCONTRACTOR has further contracted any part of the provision of any such GOODS and/or services, and their legal successors and assigns including, unless expressly excluded, any ANCILLARY SUBCONTRACTOR.

"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.

"TECHNICAL DOCUMENTATION" means all documents (whether written or electronic) including but not limited to drawings, designs and calculation data, process documents, technical indices, operation and maintenance manuals, electronically recorded and stored data including data files in native file format and any other documentation relating to the GOODS to be provided by CONTRACTOR to COMPANY in accordance with this CONTRACT.

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

"VARIATION ORDER" means an order in writing issued by COMPANY to CONTRACTOR in accordance with Article "Variations".

"VAT" means value added tax as levied on payments from COMPANY to CONTRACTOR under this CONTRACT.

"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.

Interpretations

- Words importing the singular include the plural and vice versa where the context so requires.
- The headings in this CONTRACT are for convenience only and shall not be taken into consideration in the interpretation or construction of the CONTRACT.
- References to Articles and Appendixes are references to Articles and Appendixes in this CONTRACT.
- Unless specifically stated otherwise, all references to days shall mean calendar days.
- Any reference to a code, law, statute, statutory provision, statutory instrument, order, regulation or other instrument of similar effect shall include any re-enactment or amendment thereof for the time being in force.
- CONTRACTOR shall prepare all documents and shall conduct all communications with respect to this CONTRACT in the English language or other language defined in the FORM OF AGREEMENT.
- For the purposes of this contract, the terms "CONTRACT" and "AGREEMENT" are synonyms, the terms "SUPPLIER" and "CONTRACTOR" are synonyms.



S *X*



Blanket Order no: 5000019073

2. Variations

COMPANY shall have the right at any time during the term of this CONTRACT to require that CONTRACTOR makes any modifications in the provision of GOODS that COMPANY notifies.

CONTRACTOR may, at any time, submit to COMPANY a written proposal if it considers that an event is occurring (i) that may have a direct effect on the CONTRACT PRICE and/or the delivery date specified in the CALL-OFF ORDER or (ii) which (in the CONTRACTOR's opinion) will, if adopted, (a) accelerate completion, (b) reduce the cost to the COMPANY of obtaining the provision of GOODS, (c) improve the efficiency or value to the COMPANY of the completed provision of GOODS, or (d) otherwise be of benefit to the COMPANY.

CONTRACTOR shall promptly notify COMPANY of the direct effects on the CONTRACT PRICE and/or delivery date specified in the CALL-OFF ORDER, if any, of (i) the proposed modification pursuant to paragraph 1 of this Article, or (ii) the event or proposal pursuant to paragraph 2 of this Article. If COMPANY decides to proceed with such modifications and accepts such estimate of consequences, it shall issue to CONTRACTOR a VARIATION ORDER with a full description of the modifications and the consequent adjustments to CONTRACT PRICE and/or delivery date specified in the CALL-OFF ORDER, if any. CONTRACTOR shall sign and return such VARIATION ORDER to COMPANY as his acceptance of the requested variation and its terms. When signed, the VARIATION ORDER shall be deemed to take into account the full and final effects of the modifications referenced therein and CONTRACTOR hereby waives any and all claim that it may have in respect of any further consequences of the modification whether direct or indirect.

In any event, CONTRACTOR shall notify COMPANY of the event of proposal pursuant to paragraph 2 of this Article within ten (10) days and shall provide full details within thirty (30) days, failing which CONTRACTOR shall not be entitled to any amendment to the CONTRACT PRICE or delivery date specified in the CALL-OFF ORDER and hereby waives its right to request a variation under this CONTRACT in respect thereof.

COMPANY shall have the right, at any time, without additional consent from CONTRACTOR, to order the omission of any sections or parts of the provision of GOODS and arrange for such provision to be executed by others. In such event, CONTRACTOR shall be entitled to the payment of that portion of the CONTRACT PRICE for the provision of GOODS omitted that it had performed up to the date of the variation but shall have no claim whatsoever against COMPANY for damages, loss of profit, opportunity or otherwise in respect of the omitted portion.

COMPANY shall have the right, without additional consent from CONTRACTOR, to (i) make final decisions on the interpretation of the terms with respect to which the provision of GOODS must be carried out and on matters where they may permit alternatives or are not specific, (ii) provide, designate or reject sources of services and materials that this CONTRACT requires CONTRACTOR to provide, and (iii) require CONTRACTOR to provide studies and/or cost estimates needed to ascertain the effects of proposed modifications. The expenses of such additional studies or work associated with the modifications to the provision of GOODS directed by COMPANY shall be included within the VARIATION ORDER.

During any period of notification or discussion of any modification, CONTRACTOR shall continue to carry out the provision of GOODS, unless otherwise notified by COMPANY.

No change to the CONTRACT PRICE or delivery date specified in the CALL-OFF ORDER shall be permitted on account of additional work required to remedy defects, to correct errors, acts or omissions attributable to CONTRACTOR or GOODSSERVICES not in accordance with the



X



Blanket Order no: 5000019073

CONTRACT or to carry out tests in excess of those specified in the CONTRACT if such additional tests are necessary because of defects, errors, acts or omissions attributable to CONTRACTOR.

CONTRACTOR shall not modify or alter any part of the GOODSSERVICES without 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.

The procedure concerning modifications in the provision of the GOODS is set out in COMPANY's Contract Coordination Procedure/Variation Procedure attached.

3. Administrative and anti-corruption liability

CONTRACTOR declares that it has reviewed and has knowledge of (a) the Eni Code of Ethics; (b) the "Anti-Corruption Management System Guideline" ("MSG Anti-Corruption") of COMPANY; (c) Eni's Statement on respect for human rights. CONTRACTOR acknowledges that the documents under (a), (b) and (c) above are available on the website of COMPANY and undertakes to comply with the principles contained therein.

CONTRACTOR has the right to request a paper copy of the documents under letters (a), (b) and (c) at any time.

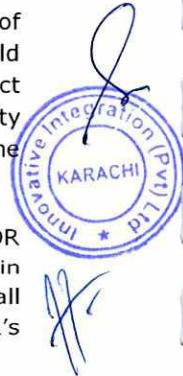
With reference to the performance of the activities covered by the CONTRACT, CONTRACTOR undertakes to comply, and to cause its directors and staff - and any consultants, agents and intermediaries (hereinafter "Collaborators") employed in such performance - to comply, with the applicable laws aiming at combating and punishing corruption (such as the FCPA, the UK Bribery Act and Italian Legislative Decree no. 231 dated 8th June 2001, as well as any other applicable legislation against corruption) (hereinafter "the Anti-Corruption Laws").

With reference to the performance of the 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 any Collaborators from committing, or attempting to commit, any action sanctioned under Italian Legislative Decree 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.

CONTRACTOR declares that no conflicts of interests exist 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. For the purpose of this CONTRACT, conflict of interest means any situation referring to CONTRACTOR that may interfere with the ability of the directors, employees and Collaborators of COMPANY to make impartial decisions in the latter's interest.

With reference to the performance of activities covered by the CONTRACT, CONTRACTOR warrants and represents that any SUBCONTRACTORS – authorized by COMPANY in accordance with the CONTRACT – charged with the performance of activities hereunder, shall comply with any and all obligations specified in this Article as being for CONTRACTOR's account.

With reference to the performance of activities covered by the CONTRACT, CONTRACTOR undertakes to:



[Handwritten signature]

[Handwritten signature]



Blanket Order no: 5000019073

- 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 information relating to pending investigations, proceedings, sanctions or decisions against it and its Principals (meaning each direct owner of CONTRACTOR, each member of the Board of Directors, managing director, general director, or equivalent figure) - even if not definitive – related to conduct contrary to Anti-Corruption laws and Anti-mafia legislation;
- c) promptly inform COMPANY of any changes in the controlling interests;
- d) promptly inform COMPANY of any request or demand for any undue payment of money or other advantage received in connection with the performance of the CONTRACT;
- e) keep the documentation related to the performance of any activity covered by the CONTRACT, including the documents relevant to the selection of any SUBCONTRACTORS and the performance of each activity by any of these, for the time required by the applicable legislation;
- f) not to subject its workers to working conditions, methods of surveillance or degrading housing situations in violation of applicable legislation. COMPANY reserves the right to carry out inspections and audits in the event that it becomes aware of circumstantial information that reasonably infers the violation of the provisions contained in this letter f). To this end, CONTRACTOR agrees to provide COMPANY with all the information related to the performance of the CONTRACT in the manner agreed to by the PARTIES.

The PARTIES hereby agree that any breach, even partial, by CONTRACTOR 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 terminate the CONTRACT according to law.

In the event of any formal acts by the judicial authority evidencing the above breach, pending the required verifications or findings, COMPANY shall have the right to suspend the performance of the CONTRACT.

In any case CONTRACTOR shall indemnify COMPANY from any loss and/or damage suffered by COMPANY, and hold it harmless from any THIRD PARTY action arising from or consequential to the breach, even partial, by CONTRACTOR of the declarations, warranties and undertakings in this Article.





Blanket Order no: 5000019073

4. Confidentiality

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.

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

- the information was already or has subsequently entered the public realm through no fault of CONTRACTOR,
- 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
- 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.

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.

CONTRACTOR shall not, and shall ensure that all members of CONTRACTOR GROUP and/or the PARTIES CONCERNED shall not:

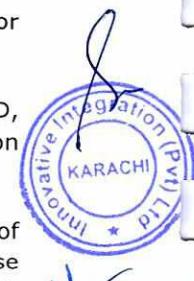
- a. publish any press release, announcement, advertisement or reference to the GOODS and/or SERVICES or to this CONTRACT in any way (including the award of same), or
- b. provide any information to any newspaper, trade journal, publication or radio or television broadcasting body, or the agents or reporters of such concerns on any matters related to the GOODS and/or 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.

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.

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.



[Handwritten signature]

[Handwritten signature]



Blanket Order no: 5000019073

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.

5. Bankruptcy

If a petition in bankruptcy is filed by or against CONTRACTOR or a receiver is appointed for any part of CONTRACTOR's assets provided by CONTRACTOR pursuant to the CONTRACT or for a substantial part of any of CONTRACTOR's other assets or an assignment is made of any part of CONTRACTOR's assets for the benefit of its creditors, or process of Court or authority is levied or enforced upon or issued out against any substantial part of CONTRACTOR's assets and such process is not discharged within a reasonable time, or an action is taken under the laws of the country where CONTRACTOR is domiciled or any other event occurs which would materially impair CONTRACTOR's ability to fulfill its obligations hereunder, CONTRACTOR shall promptly notify COMPANY of such petition, receiver's appointment, assignment, process, action, or defined event, and COMPANY may at its option, terminate the CONTRACT in accordance with the paragraph "Termination for cause" of the Article "Contract duration and termination".

In any case COMPANY may forthwith terminate the CONTRACT if CONTRACTOR fails to notify COMPANY as aforesaid.





Blanket Order no: 5000019073

If all or any part of the provision of the GOODS is terminated, for reasons set forth in this Article "Bankruptcy", COMPANY shall pay CONTRACTOR in accordance with paragraph "Termination for Cause" of Article "Contract duration and termination"; said payment shall represent full and final payment for all GOODS completed and for complete termination of the CONTRACT.

6. Assignment of contract

Assignment by COMPANY

COMPANY may freely assign this CONTRACT in part or in full (or any interest therein including the assignment of credit) to any person.

Assignment by CONTRACTOR

CONTRACTOR may not assign this CONTRACT in part or in full (or any interest therein including the assignment of credit) without COMPANY's prior APPROVAL.

7. Subcontracting

Any SUBCONTRACTORS listed in the CONTRACT for the provision of specific parts of the GOODS are deemed to be APPROVED for those parts of the activities shown against their name.

After the EFFECTIVE DATE, CONTRACTOR may request authorization to subcontract certain parts of the GOODS and shall supply COMPANY with all information and documentation required by COMPANY in respect thereof.

CONTRACTOR shall not subcontract the whole of the GOODS. CONTRACTOR shall not subcontract any part of the GOODS without prior APPROVAL, and COMPANY reserves its right to refuse to approve, without justifying such refusal, and within its complete discretion. A "multi-tier" subcontracting is not allowed unless expressly APPROVED by COMPANY.

Notwithstanding COMPANY's APPROVAL, use of SUBCONTRACTORS by CONTRACTOR shall not relieve CONTRACTOR of any liability or obligation under this CONTRACT and the CONTRACTOR shall be liable for all acts, work, omissions and defaults of any of its SUBCONTRACTORS, its directors, officers, employees, consultants, advisers and agents as fully as if they were the acts, works, omissions or defaults of the CONTRACTOR.

CONTRACTOR shall comply with and shall ensure its SUBCONTRACTORS comply with APPLICABLE LAW, including but not limited to that relating to social security, national insurance, remuneration provisions and the terms and conditions contained in the national and territorial collective labour agreements in force in the sector and in the area where the activities are performed.

CONTRACTOR shall coordinate all SUBCONTRACTORS working at COMPANY's site, in particular in relation to Health, Safety, Environment and Radiation Protection aspects.

CONTRACTOR shall ensure that its SUBCONTRACTORS comply with the provisions of Article "Administrative and anti-corruption liability" and that each SUBCONTRACTOR have viewed and acknowledged the documents referenced therein.

CONTRACTOR shall ensure that each of its SUBCONTRACTORS accepts that a failure by a SUBCONTRACTOR to comply with the requirements of this Article shall be considered a material breach of its contract with CONTRACTOR and grounds for termination thereof and



[Handwritten signature]

[Handwritten signature]



Blanket Order no: 5000019073

COMPANY may: (i) terminate the CONTRACT for material breach, (ii) discontinue the provision of GOODS performed by the SUBCONTRACTOR that failed to comply and/or (iii) instruct CONTRACTOR to terminate the subcontract and ensure that SUBCONTRACTOR ceases performance of the activities and clears the site from persons and materials/equipment under its responsibility. In each case, charging CONTRACTOR with any extra direct costs resulting therefrom.

No subcontract shall bind or purport to bind COMPANY or any other member of COMPANY GROUP. Nevertheless, CONTRACTOR shall ensure that any SUBCONTRACTOR shall be bound to observe the provisions of this CONTRACT that would be applicable to such SUBCONTRACTOR as if it directly provided the GOODS. CONTRACTOR shall ensure that any and all warranties and guarantees given by any SUBCONTRACTORS shall comply with the requirements prescribed herein.

CONTRACTOR shall ensure that the terms of any subcontract shall be equivalent to the obligations of this CONTRACT and COMPANY shall be entitled to review any proposed or executed subcontract upon demand though such verification shall not extend to the details of pricing structure, to the make-up of its rates and prices, nor to the related documents.

Ancillary subcontractors. Any person, including any vendor or supplier, with whom CONTRACTOR has entered into any contract to provide any work, service or goods, which are functionally connected to the SERVICES, but not specifically detailed in the CONTRACT scope of work, are considered ancillary subcontractors and therefore shall not be subject to COMPANY APPROVAL. CONTRACTOR represents, covenants and guarantees that each of its ancillary subcontractors is fully capable and experienced to carry out the subcontracted parts of activities and shall do so in accordance with the CONTRACT and all other related information provided by COMPANY, in particular for those related to health, safety and environment protection.

CONTRACTOR shall:

- o communicate to COMPANY the name of the ancillary subcontractor, the amount and the purpose of the assigned activities;
- o ensure that all the requirements applying to the ancillary subcontractor continue to be met for the entire duration of the ancillary subcontractor's involvement and to provide evidence of this to COMPANY upon request;
- o send to COMPANY, at least quarterly, an updated "Reporting on ancillary subcontracts" Form, with evidence of the checks carried out by CONTRACTOR in relation to maintenance by the ancillary subcontractor of the requirements applicable to it according to the CONTRACT.

CONTRACTOR undertakes to comply with respect to each of its ancillary subcontractor with the obligations, as applicable to SUBCONTRACTORS, as prescribed in paragraphs 4 to 10 of this Article "Subcontracting".

8. Force majeure

To the extent that a PARTY is fully or partially delayed, prevented or hindered by an event of FORCE MAJEURE from performing any obligation under this CONTRACT (other than an obligation to make payment), despite the exercise of reasonable diligence by the affected PARTY, the failure to perform shall be excused by the occurrence of such event of FORCE MAJEURE.

Without limiting the events that do not constitute FORCE MAJEURE, the following events or circumstances shall not constitute FORCE MAJEURE, unless the affected PARTY can clearly demonstrate that such event was otherwise caused by an event which would qualify as FORCE MAJEURE:





Blanket Order no: 5000019073

- a. late delivery to CONTRACTOR of machinery, equipment, spare parts or consumables;
- b. a delay in the performance of any SUBCONTRACTOR or another person (other than COMPANY);
- c. normal wear and tear of, and random flaws in, materials and equipment or breakdowns in equipment;
- d. unavailability of funds;
- e. seasonal adverse weather conditions;
- f. any event or circumstance which could reasonably have been foreseen, prevented or guarded against by the affected PARTY;
- g. any event or circumstance resulting from a failure by the affected PARTY to comply with the requirements of the CONTRACT or to adopt INTERNATIONAL GOOD OIL FIELD PRACTICE;
- h. mechanical breakdown of CONTRACTOR's plant or factory or equipment;
- i. strikes or labour disturbances by CONTRACTOR PERSONNEL.

A PARTY claiming that its performance is excused by an event of FORCE MAJEURE shall, promptly after the occurrence of such event of FORCE MAJEURE, notify the other PARTY (and, as soon as reasonably possible thereafter, provide such other PARTY with satisfactory supporting evidence) of the nature, date of inception and expected duration of such event of FORCE MAJEURE and the extent to which the PARTY expects that the event will delay, prevent or hinder the PARTY from performing its obligations under this CONTRACT. The notifying PARTY shall thereafter use its best efforts to eliminate such event of FORCE MAJEURE and mitigate its effects.

If the performance of a substantial or significant part of either PARTY's obligations under this CONTRACT is delayed, prevented or hindered for a period of thirty (30) consecutive days as a result of any event of FORCE MAJEURE, the PARTIES shall meet to agree the criteria to be adopted for continuation or termination of this CONTRACT.

A PARTY that has properly invoked an event of FORCE MAJEURE shall promptly notify the other PARTY of termination of any such event of FORCE MAJEURE, whereupon performance of this CONTRACT shall recommence. Notwithstanding any other provision of this CONTRACT, during the period of any such non performance each PARTY shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of a circumstance or event of FORCE MAJEURE and the period of any such non performance, together with such period as may be necessary for the restoration of any damage, shall be added to the time allowed in this CONTRACT for the performance excused by the event of FORCE MAJEURE.

It is agreed by the PARTIES that the security conditions prevailing on the AREA OF OPERATIONS on the CONTRACT signing date shall not constitute a condition of FORCE MAJEURE for either PARTY. The PARTIES also agree that the political and security conditions generally prevailing in the Islamic Republic of Pakistan on the CONTRACT signing date shall not constitute a condition of FORCE MAJEURE for either PARTY.

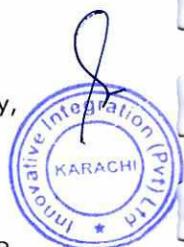
9. Governing law

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

10. Intellectual property rights

Each PARTY, and/or the respective members of COMPANY GROUP or of CONTRACTOR GROUP, shall retain the exclusive ownership of its own BACKGROUND, even if disclosed to the other PARTY under this CONTRACT.

Each PARTY hereby grants to the other PARTY a non-exclusive, irrevocable, non-transferable except as otherwise provided herein, royalty-free license and/or right to use its BACKGROUND.





Blanket Order no: 5000019073

The license and/or right of use COMPANY's BACKGROUND is granted to CONTRACTOR solely for the purpose and to the extent necessary to supply the GOODS in accordance with this CONTRACT and shall include the right to sub-grant the right of use to any member of CONTRACTOR GROUP strictly to the extent needed for the performance of such purpose and to no greater extent.

The license and/or right of use CONTRACTOR's BACKGROUND is granted to COMPANY for the purpose of:

- (i) exercising any rights and obligations provided for COMPANY under the CONTRACT;
- (ii) owning and using any GOODS or any part thereof and/or TECHNICAL DOCUMENTATION and/or FINAL DOCUMENTATION as provided under the CONTRACT and/or for the purpose of the PROJECT,

and shall include the right to sub-grant the right of use to any member of COMPANY GROUP and/or any THIRD PARTY to the extent needed for the purposes stated above.

Subject to paragraph 1 above and save for any moral or similar right to be recognized to the authors based on any mandatory APPLICABLE LAW, where applicable, The PARTIES agree that any and all INTELLECTUAL PROPERTY RIGHTS titles, if any, related to any result, deliverable, GOOD, FINAL DOCUMENTATION, TECHNICAL DOCUMENTATION made, produced or developed by CONTRACTOR GROUP under the CONTRACT and/or, achieved, derived from, related to, connected with the provision of the GOODS, FINAL DOCUMENTATION, TECHNICAL DOCUMENTATION by CONTRACTOR GROUP and/or acquired by CONTRACTOR from any other person pursuant to the performance of the CONTRACT (hereinafter "the RESULTS"), shall be the exclusive property of COMPANY. It is understood and agreed that all INTELLECTUAL PROPERTY RIGHTS titles in the RESULTS shall be exclusively owned by COMPANY. No licenses, expressed or implied, are or shall be granted to CONTRACTOR as a result of the provision of the GOODS.

CONTRACTOR shall provide any necessary document, evidence, required paper and furnish all reasonable assistance to COMPANY to vest in COMPANY the full and exclusive ownership of the INTELLECTUAL PROPERTY RIGHTS titles in the RESULTS. It is understood that such RESULTS shall be treated by CONTRACTOR subject to the confidentiality obligations provided in Article 4 "Confidentiality".

CONTRACTOR declares and warrants that its BACKGROUND, the methods and processes used to provide the GOODS and the use and possessions of the GOODS by COMPANY shall not infringe the INTELLECTUAL PROPERTY RIGHTS of any other person and CONTRACTOR shall immediately notify COMPANY if it causes or becomes aware of any infringement or alleged infringement under this Article, or any matter that may reasonably be expected to give rise to a claim for infringement. In such event COMPANY shall have the right to require CONTRACTOR, in addition to any other remedy under APPLICABLE LAW, at no cost to COMPANY, to amend or alter the GOODS or its performance thereof or to procure COMPANY the right of use the relevant INTELLECTUAL PROPERTY RIGHT titles, so as to avoid actual, alleged or potential infringement.

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, any alleged infringement of any INTELLECTUAL PROPERTY RIGHTS arising out of or in connection with the performance of the CONTRACT. Without prejudice to the above, CONTRACTOR shall not be held liable for the infringement of INTELLECTUAL PROPERTY RIGHTS to the extent solely caused:





Blanket Order no: 5000019073

- a. by the use by COMPANY of GOODS in combination with goods and/or services not supplied by the CONTRACTOR GROUP, provided such use is not envisaged in the CONTRACT;
- b. by unauthorized additions or modifications by COMPANY to the GOODS, not agreed with CONTRACTOR;
- c. by the use of the GOODS by COMPANY not in compliance with the CONTRACTOR'S standards and specifications provided under the CONTRACT, if any.

11. Contractor personnel

CONTRACTOR shall at its own cost provide all CONTRACTOR PERSONNEL required for the provision of the GOODS and shall at all times be responsible for the acts or failures to act of such CONTRACTOR PERSONNEL.

CONTRACTOR shall employ only such CONTRACTOR PERSONNEL as are properly trained, qualified, fit, skilled and experienced in their respective disciplines to provide the GOODS and to perform the tasks assigned to them in a timely and efficient manner. CONTRACTOR shall be responsible to COMPANY for any costs arising from the failure to supply CONTRACTOR PERSONNEL that are properly trained, qualified, fit, skilled and experienced in their respective disciplines to provide the GOODS.

Use of CONTRACTOR PERSONNEL by CONTRACTOR shall not relieve CONTRACTOR of any liability or obligation under this CONTRACT and the CONTRACTOR shall be liable for all acts, work, omissions and defaults of any of the CONTRACTOR PERSONNEL as if they were the acts, works, omissions or defaults of CONTRACTOR.

CONTRACTOR shall ensure that CONTRACTOR PERSONNEL comply with all reasonable instructions of COMPANY.

CONTRACTOR shall ensure that a sufficient number of CONTRACTOR PERSONNEL, shall be sufficiently conversant and literate in the English language or other language defined in the FORM OF AGREEMENT to enable COMPANY REPRESENTATIVE to issue instructions and to receive verbal and written reports therein.

CONTRACTOR shall be responsible for the payment of CONTRACTOR PERSONNEL salaries, allowances, travel, accommodation and meal expenses, holiday and sickness costs and any other related expenses whatsoever arising from the employment or contracting of CONTRACTOR PERSONNEL and any other costs and expenses whatsoever associated with the employment or contracting of CONTRACTOR PERSONNEL, including, but not limited to, administrative costs 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 under this paragraph 6.

CONTRACTOR shall obtain and shall be responsible for meeting all relevant costs, for all visas, work permits and other documents required for CONTRACTOR PERSONNEL in accordance with APPLICABLE LAW.

Any overtime worked by the CONTRACTOR PERSONNEL during the provision of the GOODS shall be at no extra charge to COMPANY.

Where COMPANY concludes that any CONTRACTOR PERSONNEL does not possess the technical knowledge or skills necessary for the efficient provision of the GOODS or that the behavior 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.



[Handwritten signatures]



Blanket Order no: 5000019073

Should COMPANY require the removal of any CONTRACTOR PERSONNEL:

- a. a. Such CONTRACTOR PERSONNEL shall be removed forthwith and shall not be again employed in the provision of the GOODS without prior APPROVAL.
- b. b. CONTRACTOR shall as soon as practicable replace any such CONTRACTOR PERSONNEL with a competent APPROVED substitute, and
- c. c. CONTRACTOR shall bear all costs and expenses associated with such removal and replacement.

12. Compliance with law, permits and authorizations

CONTRACTOR shall comply with, and shall ensure that CONTRACTOR GROUP shall comply with, all APPLICABLE LAW and, subject to Article "Liabilities and Indemnities", 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.

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 GOODS and which are required by APPLICABLE LAW to be obtained by CONTRACTOR.

When so requested by COMPANY, CONTRACTOR shall assist COMPANY in obtaining such approvals, permits, authorizations, licenses and clearances related to the GOODS which may only be obtained by COMPANY and shall provide COMPANY with all information as COMPANY may require.

CONTRACTOR shall ensure that the provision of GOODS shall not be started without the requisite approvals, permits, authorizations, licenses and clearances being obtained from the relevant authorities.

13. Independent contractor

CONTRACTOR shall be an independent CONTRACTOR with respect to the provision of the GOODS with exclusive control over its equipment, materials and CONTRACTOR 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 provision of any GOODS hereunder.

COMPANY shall have no direction or control of CONTRACTOR PERSONNEL. The GOODS shall be APPROVED by COMPANY and be subject to the general right of inspection of COMPANY to secure the satisfactory completion thereof. The actual performance and supervision of the activities under the CONTRACT shall be by CONTRACTOR, but COMPANY or its COMPANY REPRESENTATIVE, shall have full and complete access to the operations to determine whether GOODS are being provided by CONTRACTOR in accordance with all provisions of the CONTRACT and for reasons otherwise stated in 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-venturers.

14. Audit and records

CONTRACTOR shall maintain true and complete records of all its activities under or relevant to this CONTRACT.

At all times during the performance of the CONTRACT, CONTRACTOR shall provide COMPANY with accurate and complete information with respect to the provision of GOODS and the events affecting the provision of the GOODS. CONTRACTOR shall make available to COMPANY



X

S



Blanket Order no: 5000019073

REPRESENTATIVE all relevant planning and reporting documents and shall comply with the reporting requirements in accordance with the CONTRACT.

CONTRACTOR agrees to retain all pertinent books and records, including but not limited to payroll records, accounting records, payment records, invoices, time reports, travel and entertainment expense reports, relating to the GOODS for a 5 (five)-year period, or any other longer period as may be required under APPLICABLE LAW, commencing from the earlier of the date when: (i) the performance of the GOODS was completed or (ii) the CONTRACT terminated and for any additional period as may be necessary to permit COMPANY to complete any audit commenced within such period or required under APPLICABLE LAW. Representatives and auditors of COMPANY shall have access at any time, upon reasonable notice, during normal hours to the books and records maintained by CONTRACTOR, and to any work sites, relating to the provision of any of the GOODS performed hereunder, and shall have the right to copy and audit such books and records.

CONTRACTOR shall obtain equivalent rights of audit to those specified above from all SUBCONTRACTORS and shall cause such rights to extend to COMPANY.

15. Waivers

No failure, delay or negligence on the part of a PARTY to enforce any of the terms and conditions of this CONTRACT or to insist upon the strict performance or observance thereof shall constitute a waiver, except where expressly stated to be such in writing by such PARTY.

No approval, consent, inspection, instruction or recommendation on the part of one PARTY shall in any way affect the liability of the other PARTY to perform its obligations strictly in accordance with the terms of this CONTRACT.

16. Severability

If, at any time one or more of the provisions of this CONTRACT, either by themselves or jointly not being of a fundamental nature, becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

17. 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.

18. 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



[Handwritten signatures]



Blanket Order no: 5000019073

unless and until reduced in the form of such a supplemental written agreement signed by both PARTIES.

19. Contract duration and termination

Duration

The EFFECTIVE DATE, duration and any extension(s) shall be specified in the FORM OF AGREEMENT.

Termination procedure

- o Any termination shall become effective as of the date and in the manner specified in the notice of termination. Termination of the CONTRACT shall be without prejudice to any claim, right, obligation or liability already made, accrued or incurred (as the case may be) by either PARTY prior to the date of such termination or which may be specified or implied to remain in force thereafter.
- o On receipt of a notice of termination, CONTRACTOR shall, unless otherwise directed by such notice, immediately discontinue the provision of GOODS and shall, if so requested, use its reasonable efforts to cancel all existing commitments upon terms satisfactory to COMPANY and shall thereafter perform only such portion of the GOODS as may be necessary to preserve and protect the part of the GOODS being provided.
- o In the event of termination of this CONTRACT, COMPANY may require the assignment of subcontracts to COMPANY.

Early Termination

- o COMPANY at its sole discretion may terminate, even partially, for any reason and at any time the CONTRACT by giving written notice thereof to CONTRACTOR.
- o If the CONTRACT is terminated by COMPANY pursuant to paragraph 3.1 above, CONTRACTOR shall be entitled to the reimbursement of the CONTRACT PRICE for that portion of the GOODS provided in accordance with the CONTRACT up to the date of termination, evaluated at the rates and prices provided for in the CONTRACT, and any unbreakable commitments made pursuant to the CONTRACT by CONTRACTOR for services or materials required for the provision of the GOODS
- o Upon such termination, title to and possession of all work, incorporated or to be incorporated in, or deliverable documents related to, the GOODS shall pass to and vest in COMPANY on a "where is, as is" basis.

Termination for Cause

- o Without prejudice to the other provisions of the CONTRACT, COMPANY shall be entitled to terminate the CONTRACT in the following cases:
 - a. CONTRACTOR has not commenced the provision of the GOODS by the dates or terms set forth in the CONTRACT unless relevant liquidated damages, if any, are applied by COMPANY. It being understood that if COMPANY elects to apply such liquidated damages and they are not duly paid by CONTRACTOR or become exhausted, COMPANY shall have the right to terminate the CONTRACT in accordance with this clause;
 - b. CONTRACTOR fails to provide the GOODS in accordance with the terms of the CONTRACT; in particular CONTRACTOR PERSONNEL and/or equipment and/or materials do not meet the requirements indicated, or does not repair or replace malfunctioning equipment and/or materials or parts;
 - c. CONTRACTOR fails to remedy defects such that the GOODS are wholly in accordance with this CONTRACT;



X
h



Blanket Order no: 5000019073

- d. CONTRACTOR delays in sending the TECHNICAL DOCUMENTATION or FINAL DOCUMENTATION to COMPANY or such documentation results not to be new, free from defects, suitable and fit for carrying out the purpose for which they are intended and in accordance with this CONTRACT;
- e. CONTRACTOR is in material breach of the CONTRACT;
- f. CONTRACTOR becomes insolvent, bankrupt or any other circumstance in Article "Bankruptcy" exists;
- g. CONTRACTOR dissolves, liquidates or terminates its corporate existence, other than by merger, sale, acquisition or re-organization into an AFFILIATE, or an order is made by a court or an effective resolution is passed for the dissolution, liquidation or winding up of CONTRACTOR;
- h. CONTRACTOR is taken over by any other person such that the other person acquires more than fifty percent (50%) or in any event the majority of such shares or other ownership interest in CONTRACTOR and where such other person did not control over fifty percent (50%) or in any event the majority of such shares or ownership interest at the EFFECTIVE DATE, or CONTRACTOR merges with another person and is not the surviving entity, in either case without first obtaining the written consent of the COMPANY;
- i. CONTRACTOR assigns the CONTRACT or sub-contracts the provision of the GOODS, or any part thereof, without COMPANY's prior APPROVAL;
- j. CONTRACTOR fails to comply with APPLICABLE LAW, including but not limited to insurance, salaries, wages and social security contributions for its personnel, and safety legislation;
- k.
- l. CONTRACTOR makes variations to the scope of CONTRACT, without COMPANY's APPROVAL;
- m.
- n. CONTRACTOR suspends the performance of the GOODS in the event of arbitration, except as allowed in Article "Dispute Resolution";
- o.
- p. CONTRACTOR fails to meet any HSE-CR or Quality Assurance and environmental requirements during the provision of the GOODS;
- q.
- r. in the event that any certifications or declaration submitted or produced by the CONTRACTOR in relation to the award or performance of the CONTRACT prove at any time to be irregular or invalid and/or CONTRACTOR fails to maintain the requirements stated in any such certification or declaration;
- s.
- t. CONTRACTOR fails to secure within the stated time period or to maintain the BANK GUARANTEE or PARENT COMPANY GUARANTEE;
- u.
- v. in any other case expressly stated in the CONTRACT although not expressly listed by this Article.
- o If COMPANY considers that one of the aforesaid causes of termination exists, except for paragraphs 4.1. f), g) or n) (only for the invalid certifications), it may by written notice thereof to CONTRACTOR require CONTRACTOR to commence the remedy of the breach as soon as reasonably possible, but in any event no later than five (5) days after receipt of COMPANY's notice, and/or to agree with COMPANY within such five (5) days period a plan to remedy and/or remove the breach within a reasonable period determined by COMPANY. If no such plan is agreed with the COMPANY, CONTRACTOR shall remedy and/or remove such breach within a period of fifteen (15) days of receipt of COMPANY's notice.
- o If, CONTRACTOR



X

J



Blanket Order no: 5000019073

- i has failed to commence to remedy the breach within five (5) days after receipt of COMPANY's notice; or
- ii the CONTRACTOR has failed to comply with the remedy plan, or
- iii upon the expiry of the fifteen (15) days of receipt of COMPANY's notice such cause has not been remedied or removed; or
- iv if the circumstances of paragraphs 4.1. f), g) or n) (only for the invalid certifications) exist,

COMPANY may terminate the CONTRACT forthwith and in the event of termination COMPANY shall be entitled to (i) be reimbursed, within sixty (60) days of receipt by CONTRACTOR of the relevant debit note, for all reasonable documented direct damages incurred in connection with such termination and/or (ii) set-off such damages against any payments due to CONTRACTOR in accordance with this paragraph and/or (iii) recover any such damages as a debt. Subject to the foregoing, COMPANY shall pay to CONTRACTOR a part of CONTRACT PRICE relating to the portion of GOODS provided in accordance with the CONTRACT up to the date of termination evaluated at the rates and prices provided for in the CONTRACT, excluding any demobilisation fees.

- o Furthermore, any failure by CONTRACTOR to comply with the obligation to notify to COMPANY of any update or variation in the information provided by CONTRACTOR during the tender stage regarding the Trust Companies and the identity of the physical persons ultimate beneficiaries, which failure is likely to negatively affect the COMPANY, shall constitute a material breach of the CONTRACT and shall entitle COMPANY to terminate the CONTRACT with cause in accordance with this Article.

Termination for Force Majeure

Without prejudice to the other provisions of the CONTRACT, COMPANY shall be entitled to terminate the CONTRACT if FORCE MAJEURE events persist for a period in excess of thirty (30) consecutive days. COMPANY shall pay to CONTRACTOR a part of CONTRACT PRICE relating to the portion of GOODS performed in accordance with the CONTRACT up to the date of FORCE MAJEURE and then each PARTY shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of a circumstance or event of FORCE MAJEURE.

Suspension

- o COMPANY may, at any time and, for any reason, suspend the provision of the GOODS or any part thereof by written notice to CONTRACTOR. Unless instructed otherwise by COMPANY, upon receipt of such notice, CONTRACTOR shall immediately discontinue the provision of the part of the GOODS affected by the suspension and continue to provide the other parts of the GOODS.
- o CONTRACTOR shall promptly resume provision of the GOODS upon written notice from COMPANY.
- o Provided that CONTRACTOR GROUP has not contributed to the cause of such suspension, Where COMPANY suspends the provision of the GOODS under the paragraph 6.1, CONTRACTOR shall be entitled to compensation for any costs incurred during the period of suspension with respect to maintaining its CONTRACTOR PERSONNEL and/or equipment and any other reasonable costs of demobilisation or remobilisation and safeguarding the GOODS, evaluated at the rates and prices provided for in this CONTRACT or where no rates or prices are established, as shall be agreed between the PARTIES. CONTRACTOR shall take all reasonable measures to mitigate such costs during the period of suspension.
- o Without prejudice, but in addition to COMPANY's right of discretionary termination provided for under paragraph "Early termination" above, if operations are suspended under this paragraph "Suspension" for a period of thirty (30) consecutive days, the PARTIES shall





Blanket Order no: 5000019073

meet to discuss the various alternatives available, including without limitation amendment of this CONTRACT, continued suspension of performance, and termination of this CONTRACT.

20. Dispute 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) days, then the PARTIES may seek to settle the dispute by mediation, provided that COMPANY has agreed in its sole discretion to proceed with this option. If mediation fails within a reasonable time, but not exceeding sixty (60) days, or if COMPANY has not agreed to settle the dispute by mediation any dispute or claim arising out of or in relation to the CONTRACT shall be finally settled by arbitration under the ICC RULES in force on the time of commencement of arbitration by three (3) arbitrators appointed in accordance with ICC RULES. The cost of such arbitration shall be borne as determined by the arbitrators. 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.

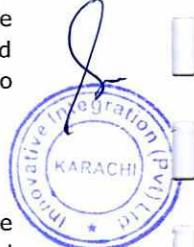
Performance of this CONTRACT shall continue during proceedings contemplated by this Article unless COMPANY orders suspension or the PARTIES agree otherwise and no payment due or payable by COMPANY or CONTRACTOR shall be withheld on account of any arbitration proceedings.

Notwithstanding paragraph 1 of this Article, where COMPANY concludes in its absolute and sole discretion that any dispute with CONTRACTOR involves or may involve a related dispute with another member of COMPANY GROUP or CONTRACTOR GROUP, COMPANY shall (to the extent that it is contractually entitled to do so under any other relevant contract or, where it is not so entitled, has obtained the consent of the other relevant person or persons) be entitled to insist on the consolidation of all disputes or potential disputes into one (1) proceeding before the International Chamber of Commerce and CONTRACTOR hereby consents to any such consolidation of disputes. In the event that COMPANY exercises its right under this paragraph 3, (a) the dispute shall be resolved by three (3) arbitrators in accordance with ICC RULES and all three (3) shall be appointed by the International Chamber of Commerce; and (b) notwithstanding confidentiality obligations under this CONTRACT or any other relevant contract, the parties to the dispute shall be obliged to disclose or make available any and all information relevant to the consolidated proceeding (except where such information is protected by solicitor-client privilege or an analogous privilege under any APPLICABLE LAW), provided that they may only do so for the sole purpose of the proceeding itself and shall then be obliged to maintain the confidentiality of any information disclosed by any party in the course of the proceeding as if such information were confidential information under Article "Confidentiality" of this CONTRACT and may not then, without the consent of COMPANY and any disclosing party, further disclose such information for any purpose not directly related to the proceeding, except as allowed by Article "Confidentiality".

Any dispute under this CONTRACT and any award, order or directive issued by the International Chamber of Commerce shall be kept strictly confidential by CONTRACTOR and may only be published or disclosed with COMPANY's consent.

21. 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





Blanket Order no: 5000019073

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.

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.

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 fulfill 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.





Blanket Order no: 5000019073

- (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.

"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.

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.

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.

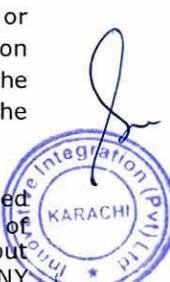
22. Custom duties and fees

CONTRACTOR assumes full and exclusive liability for the payment of any and all customs and excise duties, stamp duties, invoice, sales and use taxes, agents/handlers' fees and other charges relating to the import/export and transportation of equipment, machinery, materials, instruments, tools and whatever items, goods and spares to be used by CONTRACTOR GROUP for the purpose of provision of the GOODS and any and all taxes, duties, levies and imposts levied against or on account of the property and equipment of any of them and import/export duties and related levies on household effects and ancillary items for the personal use of CONTRACTOR GROUP.

CONTRACTOR shall be liable for and shall defend, indemnify and hold COMPANY harmless from and against any and all INDEMNIFIED COSTS in respect of or arising out of any failure to comply with paragraph 1 above.

Without prejudice to the generality of paragraph 1 above, CONTRACTOR, if requiring the import of items to be furnished for the performance of the SERVICES, shall deal with such imports (and shall ensure that each SUBCONTRACTOR shall similarly do so) in conformance with any legal, regulatory or contractual provisions which may grant COMPANY concessionary duties rates or exemption from local customs duties (including sales taxes and other surcharges in relation thereto and license and import/ export authorization fees) on imports of items required for the performance of the SERVICES. CONTRACTOR acknowledges that COMPANY does not warrant the availability of any concessionary rate/exemption:

- a. CONTRACTOR shall indicate in its import applications that all such items are to be used by CONTRACTOR for COMPANY's PROJECT and shall comply with such directions of COMPANY as are necessary to gain such concessionary rate/exemption (including but not limited to the provision of such documentation as may be required by COMPANY pursuant to any such legal, regulatory or contractual provision);
- b. notwithstanding the foregoing, CONTRACTOR shall be liable for and shall defend, indemnify and hold COMPANY harmless from and against any and all INDEMNIFIED COSTS in respect of or arising out of any failure to gain such concessionary rate/exemption; provided that COMPANY agrees to use all reasonable endeavours to assist CONTRACTOR matters in relation thereto;
- c. if governmental permits for the importation of CONTRACTOR's equipment and other items contemplated by this Article include the obligation to re-export, CONTRACTOR



[Handwritten signature over the stamp]



Blanket Order no: 5000019073

- shall comply with such obligations in a timely manner and CONTRACTOR shall reimburse COMPANY for and indemnify COMPANY against duties or charges or fines arising from its failure to so comply. In any event unless specifically authorized otherwise, all items not being part of the permanent SERVICES must be re-exported upon termination or completion of the SERVICES;
- d. on termination of this CONTRACT, CONTRACTOR shall (i) to remove all equipment and material not being part of the permanent SERVICES from the site forthwith and (ii) notify any applicable customs or fiscal authorities immediately of such fact.

AREA OF OPERATIONS

23. Knowledge of area of operations

CONTRACTOR declares and represents that it is fully acquainted in all respects with the political, fiscal and logistics situation, climatic and environmental conditions existing in the area OF OPERATIONS, including without limitation the area where the GOODS are to be supplied and eventual services under the CONTRACT are to be rendered and that it has evaluated all costs, risks and contingencies connected therewith, and CONTRACTOR is solely responsible for any misunderstandings and/or inaccuracies from whatever sources, in connection with the aforesaid information including its reliance on or interpretation of any data provided by COMPANY (it being understood that such information and data shall always be without prejudice to COMPANY).

CONTRACTOR undertakes to make no claims whatsoever or requests for VARIATION ORDERS, for price adjustments and/or time extensions based on its failure to sufficiently acquaint itself with the abovementioned conditions.

EXECUTION OF THE SUPPLY OF GOODS

24. Call Off Order

The provision of any GOODS under the CONTRACT will be requested in writing by COMPANY to CONTRACTOR with a CALL-OFF ORDER, signed by a person authorized to do so by COMPANY, which shall be the only document which formally authorizes CONTRACTOR to provide any one of the GOODS.

The CALL-OFF ORDER shall quote the CONTRACT reference number and specify the type, quantity, delivery date and ultimate destination of the GOODS and any other relevant information, as well as all reference documents and specifications for the provision of the GOODS and shall state any additional HSE-CR and Quality requirements to be met.

25. COMPANY provided documentation

The technical documents to be provided by COMPANY to CONTRACTOR under the CONTRACT, if any, are listed in the relevant Appendix to the CONTRACT.

With regard to the documents specified in the Section "Documents for information only" of the Appendix "COMPANY provided documentation", COMPANY shall not be responsible for the completeness, sufficiency or accuracy of such documentation or any part thereof and/or for any additional costs caused by or arising from any ambiguity, error or omission in any such documentation.

Subject to paragraph 2 above, with regards to the technical documents provided by COMPANY other than those mentioned in paragraph 2 above, CONTRACTOR declares and represents that:





Blanket Order no: 5000019073

- i. they are complete and sufficient for the purpose of the performance of its activities under the CONTRACT and for the evaluation of all the costs, risks and contingencies connected therewith;
- ii. CONTRACTOR shall be responsible for their interpretation and any subsequent potential misunderstanding, but shall not be responsible for their correctness and/or accuracy and;
- iii. if, during the development of COMPANY's technical documents, CONTRACTOR finds any anomaly or error in the documents provided by COMPANY affecting the operational efficiency of the GOODS, or part thereof, CONTRACTOR shall promptly notify COMPANY forthwith proposing the necessary modifications to be made. COMPANY shall resolve such anomalies or errors and CONTRACTOR shall thereafter be entitled to rely on the amended COMPANY document.
In compliance with Article "Variations", CONTRACTOR shall not make the aforesaid modifications, alterations or changes without prior APPROVAL.

Without prejudice to the above, CONTRACTOR shall be entitled to request a VARIATION ORDER in accordance with Article "Variation" to compensate for any cost and/or schedule impact directly resulting from errors of any technical document provided by COMPANY, which error CONTRACTOR could not, using its reasonable endeavors, mitigate.

CONTRACTOR shall not deviate from the specifications and drawings supplied by COMPANY without prior APPROVAL. Materials shall not be substituted from those specified, nor shall "or-equal" items be furnished pursuant to the specifications and drawings without prior APPROVAL.

26. Contractor provided documentation

CONTRACTOR shall send all TECHNICAL DOCUMENTATION to COMPANY for approval, as stated in the CONTRACT. Deadlines for forwarding to and APPROVAL of TECHNICAL DOCUMENTATION are set out in the CONTRACT. All TECHNICAL DOCUMENTATION, including any drawings, calculations and/or reports, shall be signed by CONTRACTOR's authorized officer. Examination of TECHNICAL DOCUMENTATION in order to check that it conforms with the CONTRACT Specifications, and any subsequent APPROVAL shall not relieve CONTRACTOR from its responsibility for the proper supply of the GOODS hereunder nor for any defects or failures due to errors in design, defective materials or workmanship or unsuitability or insufficiency of the GOODS.

All TECHNICAL DOCUMENTATION developed by CONTRACTOR will become effective when APPROVED. If in COMPANY's opinion CONTRACTOR's drawings, calculations and reports are insufficient or inadequate, COMPANY shall have the right to direct CONTRACTOR to revise said TECHNICAL DOCUMENTATION, in whole or in part. Such revision of TECHNICAL DOCUMENTATION shall not entitle CONTRACTOR to any additional payment or extension(s) of time. CONTRACTOR shall revise the TECHNICAL DOCUMENTATION by deadline agreed with COMPANY. Any delay in providing of or revision to TECHNICAL DOCUMENTATION to COMPANY, shall not entitle the CONTRACTOR to delay any delivery date established under the CONTRACT and may lead to the termination of the CONTRACT pursuant to Article "Contract duration and termination" herein. For the purpose of calculating any period(s) of delay, the postmark or the date(s) of any communications exchanged between the PARTIES shall be considered. Once approved by COMPANY, TECHNICAL DOCUMENTATION provided by CONTRACTOR shall form an integral part of the CONTRACT. CONTRACTOR shall not change, modify or alter TECHNICAL DOCUMENTATION, in whole or in part, without COMPANY's previous consent.

The CONTRACT shall not be deemed performed until all TECHNICAL DOCUMENTATION required by the CONTRACT have passed into the physical possession of COMPANY.

27. Goods held in store



[Handwritten signature]



Blanket Order no: 5000019073

At CONTRACTOR's base

- a. In the event COMPANY is unable to accept delivery of the GOODS, on any delivery date established under the CONTRACT, CONTRACTOR shall hold the GOODS in store, until COMPANY advises otherwise;
- b. COMPANY reserves the right to check that CONTRACTOR'S registers, listing the GOODS held in store, are properly kept, stamped and certified;
- c. The GOODS shall be stored at CONTRACTOR's base separately from CONTRACTOR'S materials. CONTRACTOR shall be responsible for the care, custody, control, protection and preservation of the GOODS throughout the storage period. The risk of loss or damage in respect of such GOODS shall remain with the CONTRACTOR until such GOODS have been deemed delivered to COMPANY in accordance with the CONTRACT.

At COMPANY's site

CONTRACTOR shall advise recommended storage, preservation and maintenance procedure in the event that the GOODS are stored at site prior to installation. This should include everything necessary to maintain the GOODS in a condition such that the guarantee requirements of the CONTRACT shall remain valid.

28. Spare parts

Unless specifically stated otherwise in the CONTRACT, the cost of any spare parts to be used for the "Commissioning and start-up" activities shall be included in the CONTRACT PRICE.

CONTRACTOR shall issue the final recommended spare part list for two (2) years of operation within the term indicated in the CONTRACT; prices shall be valid for at least twenty-four (24) months from the date of the CONTRACT.

CONTRACTOR guarantees the delivery of spare parts within the term(s) specified in the CONTRACT.

Failure to comply with such requirements shall entitle COMPANY to ask CONTRACTOR the liquidated damages as stated in the CONTRACT.

29. Packing

Subject to the relevant provisions of the CONTRACT, packing shall be suitable for transport, loading and unloading operations.

As a general rule, packing shall be weather-resistant and suitable for the risks normally associated with the transportation employed.

Any movable parts shall be properly fastened so as to prevent loss or damage during transit or during the loading and unloading operations. The pertinent costs shall be included in the CONTRACT PRICE.

Without prejudice to CONTRACTOR's responsibility for any damage arising out of or resulting from the provision of unsuitable packing, COMPANY reserves the right, prior to shipping the GOODS, to satisfy itself as to the suitability and fitness of packing.

30. Interchangeability of spare parts





Blanket Order no: 5000019073

CONTRACTOR warrants that the spare parts, if any, are original, free from defects and interchangeable. Thus, CONTRACTOR shall promptly replace, at its expense, any spare parts that do not meet the above requirements.

31. Technical assistance services

If so requested by COMPANY, CONTRACTOR shall provide qualified personnel to render such services, connected with technical assistance, as are required by the CONTRACT. COMPANY will advise CONTRACTOR, upon at least eight (8) days' written notice, of the number and qualifications of the personnel, the date of commencement, the approximate duration and type of any such services.

The duration of the services shall be calculated from the day CONTRACTOR PERSONNEL leave their base until the day they return thereto. All technical assistance services rendered by CONTRACTOR PERSONNEL shall be remunerated at the rate(s), as appropriate, set forth in the applicable Appendix.

In case of services rendered on COMPANY's offshore platform(s), COMPANY will provide, and/or arrange for, and/or meet the cost, of:

- a) the moves of CONTRACTOR PERSONNEL between the COMPANY - designated onshore base and the offshore platform(s) using transportation of the same type as is normally used for COMPANY's personnel;
- b) subsistence and accommodation for CONTRACTOR PERSONNEL when on board the offshore platform(s).

32. Risk and title to documents, GOODS, equipment/materials

Title to the CONTRACTOR' equipment and/or materials shall remain with CONTRACTOR at all times.

Regardless of whether COMPANY has rendered payment with respect to GOODS, title to all GOODS shall pass to COMPANY immediately upon purchase or other acquisition of GOODS by CONTRACTOR. CONTRACTOR shall ensure that the passage of such title to COMPANY is properly documented under APPLICABLE LAW and that no legitimate or successful claim may be advanced by any member of CONTRACTOR GROUP or by any other person alleging the right to title to any GOODS. Notwithstanding, CONTRACTOR shall be responsible for the care, custody, control, protection and preservation of, and shall bear the risk of loss or damage to, the GOODS until the GOODS have been delivered to COMPANY in accordance with the CONTRACT.

CONTRACTOR shall identify (by marking or any other relevant means of identification) any and all elements of COMPANY property stored or located in premises owned, leased or controlled by CONTRACTOR and shall store such items separately, mark or stamp them with COMPANY'S name, this CONTRACT reference and any other identification markings required under this CONTRACT.

Title to the TECHNICAL DOCUMENTATION, the FINAL DOCUMENTATION and any technical information (including drawings, designs, specifications, electronically recorded and stored data, computer programs and calculations) developed or arising during the supply of GOODS and in connection with the equipment supplied or purchased from funds provided by COMPANY, shall belong to COMPANY immediately upon creation and COMPANY shall have full access thereto and use thereof and such TECHNICAL DOCUMENTATION FINAL



X
X



Blanket Order no: 5000019073

DOCUMENTATION and other technical information shall be delivered to COMPANY in accordance with this CONTRACT or immediately upon request.

CONTRACTOR hereby vests and agrees to vest in COMPANY, and shall obtain the agreement of any of its agents or SUBCONTRACTORS to vest in COMPANY, all title to the GOODS, the TECHNICAL DOCUMENTATION, the FINAL DOCUMENTATION and any technical information (including drawings, designs, specifications, electronically recorded and stored data, computer programs and calculations) developed or arising during the CONTRACT and in connection with the performance thereof including the results thereof, and at COMPANY's request shall execute all necessary documents, produce all necessary evidence and do all other things to procure to COMPANY such ownership.

TEST AND ACCEPTANCE OF THE GOODS

33. Inspection and testing

CONTRACTOR shall permit COMPANY's REPRESENTATIVE(S) or inspector(s) to conduct the requisite inspection and tests of the GOODS and/or equipment and/or materials, and to examine the GOODS and/or the equipment and/or materials (i) according to the detailed inspection and test programme as agreed under the CONTRACT and/or (ii) at any time during the CONTRACT and at any place. The presence of COMPANY's REPRESENTATIVE(S) shall not in any way relieve CONTRACTOR from full and exclusive responsibility for the supply of GOODS.

During the inspection visits, CONTRACTOR shall afford the necessary assistance, and supply the necessary documentation, to COMPANY's inspectors and/or the representatives of the proper regulatory bodies of the country(ies) of destination of the GOODS.

If any inspections and/or tests show that any part of the GOODS do not comply with the requirements of the CONTRACT, CONTRACTOR, whether notified or not by COMPANY, shall immediately correct the defects and shall repeat the inspection and/or tests until the GOODS are fully in compliance with the requirements of the CONTRACT.

The carrying out of such tests and inspections and the supply of necessary documentation shall in no way relieve CONTRACTOR of any obligation or liability under this CONTRACT or constitute a waiver by COMPANY of any obligation or liability or of any rights of COMPANY.

CONTRACTOR shall provide all labour, materials, facilities and equipment for such inspections and tests and all costs related thereto shall be deemed included in the CONTRACT PRICE.

ECONOMIC SECTION

34. Contract price

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 – "Compensation and Methods of Application".

CONTRACT PRICE adjustments due to variations shall be taken into consideration for determination of the final CONTRACT PRICE, and for modification of the amount of the guarantees as may be provided under the CONTRACT.

Except as otherwise stipulated in this CONTRACT, the sums set out in the CONTRACT shall remain fixed and not be subject to any adjustment or escalation during the term of this CONTRACT.



[Handwritten signature]



Blanket Order no: 5000019073

CONTRACTOR has properly evaluated all costs and contingencies necessary for the completion of the performance of the scope of work in accordance with the terms of the CONTRACT and, except as otherwise stipulated in this CONTRACT, CONTRACTOR undertakes to make no claims whatsoever including, inter alia, requests for VARIATION ORDERS, for price adjustments and/or time extensions based on its failure to sufficiently 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.

35. Invoicing

After the completion of each milestone event detailed in the applicable Appendix or any such time as stipulated in the CONTRACT, CONTRACTOR may send to COMPANY an invoice within the time period specified in the FORM OF AGREEMENT in respect of such relevant milestone or such other time period detailed in the applicable Appendix. Unless otherwise requested by COMPANY, one original shall be submitted in the form requested by COMPANY accompanied by such certification and documentation as COMPANY may request.

Each invoice shall include the following information:

- a) reference number and date of issue of this CONTRACT;
- b) name, address and Federal/Provincial Sales Registration Number (if applicable) and National Tax Number of the CONTRACTOR;
- c) the code number allocated to CONTRACTOR as shown on this CONTRACT;
- d) serial number and date of issue of the invoice;
- e) items billable as listed, numbered and described in the applicable Appendix, including tariff heading and other details of the service;
- f) the VAT rate and amount including equivalent amount in Pakistani Rupee (PKR) (where applicable) and/or Federal/Provincial Sales Tax Number ("STRN") (where applicable);
- g) amount excluding and including VAT mentioning equivalent amounts in PKR;
- h) a copy of the relevant APPROVED acceptance/milestone payment certificate;
- i) method of transport used;
- j) Bank details of the CONTRACTOR;
- k) COMPANY's National Tax Number (NTN) and General Sales Tax Number (GST) which are as follows:
 - National Tax Number (NTN): 0823414-7
 - General Sales Tax Number (GST): 12-00-2711-011-91

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.

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.

The PARTIES agree that invoices shall not cover more than one CALL-OFF ORDER and shall be sent to the address specified in Article "Invoicing" of the FORM OF AGREEMENT.

36. Payments



[Handwritten signatures]



Blanket Order no: 5000019073

Subject to the APPROVAL by COMPANY of CONTRACTOR's invoice, the invoice shall be paid within the term specified in the FORM OF AGREEMENT, in the currency indicated in Appendix A – "Compensation and Method of Application", to CONTRACTOR's designated bank account, details of which are set out in Article "Payment" of the FORM OF AGREEMENT, which bank account shall be opened, maintained and operated by CONTRACTOR either in the country of the provision of the GOODS or the country of incorporation. Payment under this CONTRACT shall be made only to this account opened in the name of CONTRACTOR.

COMPANY shall have the right to withhold payment with respect to any item it disputes until agreement is reached with CONTRACTOR or the dispute over such item is otherwise settled. COMPANY shall pay the undisputed part of disputed invoice and shall notify the CONTRACTOR of the reasons for any dispute as soon as reasonably practicable. Any adjustment or credit due for any such item shall be documented in the month succeeding the month in which the dispute is settled. To the extent that COMPANY prevails in the dispute, CONTRACTOR shall not be entitled to interest on such payments withheld.

COMPANY shall have the right to withhold from payments due to CONTRACTOR reasonable amounts to cover probable claims that may be made against any member of COMPANY GROUP or against the property of any such members by any person, arising out of performance under this CONTRACT, and COMPANY shall have the right to make reasonable settlements of such claims.

In addition to any other remedy available to it, COMPANY may set-off against payments due to CONTRACTOR hereunder any amount due and owing or claimed in good faith to be due and owing to COMPANY by CONTRACTOR hereunder for any reason.

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.

HEALTH, SAFETY AND ENVIRONMENT

37. Health, safety and environment

CONTRACTOR shall apply proactive health, safety and environmental management systems and risk management processes, in accordance with APPLICABLE LAW and INTERNATIONAL GOOD OIL FIELD PRACTICE shall comply with Appendix "E" – "HSE-CR Requirements" of this CONTRACT and any additional requirements advised by COMPANY from time to time.

Within seven (7) days of the EFFECTIVE DATE, CONTRACTOR shall submit to COMPANY for APPROVAL a detailed health, safety and environmental management plan which complies with the requirements of this Article and which regulates those requirements set out in Appendix "E" and, specifically, its own rules/programs on the following:

- safe driving rules (e.g. installation of IVMS In-Vehicle Monitoring System devices);
- certification/inspection tags of working, safety or emergency equipment;
- identification of critical / non routine jobs vs non-critical tasks
- fitness certificates for workers assigned to critical/non routine jobs (including SUBCONTRACTORS' personnel);
- PPEs (Personal Protective Equipment) assigned to these workers;
- training certificates for these workers;
- competence assurance records for these workers;
- health surveillance program for these workers;
- Permit-to-Work System for critical / non-routine jobs in the Country's official languages (as are required by COMPANY);





Blanket Order no: 5000019073

- HSE organization proportionate to the job and competence;
- control, inspection and follow-up records on contractual HSE requisites;
- control of access (badges) for workers and visitors;
- provisions for working hours and night shifts;
- firefighting and emergency services on site (24h/24h);
- material safety data sheets, in the Country's official languages, as are required by COMPANY
- lights, guards, marks, signals and fences in place;
- alcohol and drug abuse policy.

Within twenty (20) days of receipt of such management plan, COMPANY REPRESENTATIVE shall either APPROVE the same or notify CONTRACTOR of changes required to obtain APPROVAL. In the latter event, CONTRACTOR shall promptly modify and resubmit the plan. This process shall continue until APPROVAL is given by COMPANY REPRESENTATIVE. At all times during the performance of the CONTRACT, in relation to the activities to be carried out in the COMPANY's site, CONTRACTOR shall demonstrate to have enforced and to have required SUBCONTRACTORS to enforce, CONTRACTOR's detailed health, safety and environmental management plan referred to in paragraph 2 of this Article which complies with the requirements stated above.

CONTRACTOR shall take, at its expense, all actions necessary to protect all persons from any exposure to, or hazard from, hazardous material under the care, custody, control, protection and/or preservation of CONTRACTOR GROUP and shall adopt all measures needed to reduce, as low as reasonably possible, any injury or damage to people or property.

CONTRACTOR shall take all reasonable steps to protect the environment from damage resulting from the provision of GOODS and shall not, under any circumstances, cause or permit, in connection with the provision of GOODS, the discharge, emission or release of any hazardous substance or material:

- a) except in compliance with APPLICABLE LAW, and/or
- b) in excess of limits established by APPLICABLE LAW and shall immediately report any such discharges, emissions or releases to COMPANY.

During the performance of any SERVICES, CONTRACTOR shall keep the AREA OF OPERATIONS and its surroundings tidy, clean and reasonably free from all unnecessary obstructions and shall clear away and remove from the AREA OF OPERATIONS any wreckage or waste attributable to CONTRACTOR GROUP. Upon completion of any parts of the SERVICES, CONTRACTOR, after receiving APPROVAL, shall promptly remove or have removed from AREA OF OPERATIONS all temporary works and surplus materials not to be used during the later stages of the SERVICES. Upon completion of SERVICES, CONTRACTOR shall leave the AREA OF OPERATIONS ready for use, in a clean and safe condition, including proper disposal of all CONTRACTOR's equipment, temporary works, unused materials and surplus materials not to be used during the later stages of the SERVICES. If CONTRACTOR fails to satisfy the above requirements, COMPANY shall, at any time following appropriate notification to CONTRACTOR, have the right to perform (or have performed) clean-up operations at CONTRACTOR's expense. CONTRACTOR shall pay and be responsible for the control, disposal and/or removal of, including but not limited to, any liquid or non-liquid pollutant or waste materials, crude oil, natural gas, motor oils, lubricants, motor fuel, pipe dope, paints, solvents, garbage and/or sewage, where found, that is or has been discharged, seeped, spilled, blown out or leaked from CONTRACTOR GROUP property or the GOODS and CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from any and all INDEMNIFIED COSTS arising from the foregoing, including, but not limited to, any claim by any government, governmental agency, or multinational organization or agency.

A handwritten signature is written over a circular blue ink stamp. The stamp contains the text "Innovative Integration (Pvt) Ltd" around the top edge, "KARACHI" in the center, and a small star symbol. There is also some illegible text at the bottom of the stamp.



Blanket Order no: 5000019073

CONTRACTOR shall provide any material safety data sheets as are required by COMPANY and shall comply with all applicable hazardous material procedures APPROVED and shall obtain or arrange at its expense all identification numbers, permits, applications and other things required in connection with the relevant activities under this CONTRACT.

CONTRACTOR shall inform COMPANY forthwith of any injury to, or accident involving, CONTRACTOR PERSONNEL or CONTRACTOR GROUP property connected with the provisions of the GOODS and shall provide on a monthly basis, COMPANY REPRESENTATIVE, with the overall number of worked hours at the workplace, the causes, reasons and circumstances of each occurred injury or accident and CONTRACTOR's remedial measures in respect thereof.

CONTRACTOR shall ensure that where any CONTRACTOR PERSONNEL observes or becomes aware of practices that are not in compliance with this Article, such CONTRACTOR PERSONNEL shall (a) direct that such practices be corrected so as to comply with this Article (b) notify COMPANY of such practice and (c) where directed by COMPANY to correct any practice so as to comply with this Article, CONTRACTOR PERSONNEL shall immediately comply.

With respect to the performance of the activities under this CONTRACT, CONTRACTOR represents and warrants to have given and implemented instructions to its directors, officers, employees, consultants, SUBCONTRACTORS and/or agents that such persons must comply with the requirements of this Article.

CONTRACTOR shall ensure that each of its SUBCONTRACTORS accepts in writing, copied to COMPANY: (i) the obligations stated in this Article as if they applied directly thereto, mutatis mutandis, in particular the compliance of the SUBCONTRACTOR with APPLICABLE LAW, INTERNATIONAL GOOD OILFIELD PRACTICE, the requirements of Appendix "E", including the HSE Disciplinary Procedure and any regulations, procedures or guidelines adopted by COMPANY on site and (ii) that the non-fulfillment by SUBCONTRACTOR of those regulations will be considered a material breach by SUBCONTRACTOR of its contract with CONTRACTOR and grounds for termination in whole or in part and CONTRACTOR shall comply with COMPANY's instructions in respect thereof, (iii) that SUBCONTRACTORS must be able to evidence to COMPANY, the existence and enforcement of its own detailed health, safety and environmental management plan, which complies with the requirements of this Article and which regulates those requirements set out in Appendix "E", and (iv) that CONTRACTOR, and, at COMPANY's discretion, COMPANY may perform any inspections on the SUBCONTRACTOR and its activities during work hours, as it sees fit.

Without relieving CONTRACTOR of any of its obligations, COMPANY may take part, to any degree it deems necessary, in the control and removal of any hazardous material, pollution, contamination or environmental risk which is the responsibility of CONTRACTOR under this CONTRACT or APPLICABLE LAW.

COMPANY reserves the right to perform, directly or indirectly, at COMPANY's site, at any time during the term of this CONTRACT any and all reviews, inspections and tests which COMPANY from time to time believes in its sole opinion are appropriate, and to obtain from CONTRACTOR any relevant documentation thereto. If any review, inspections and/or tests show that any part of the provision of the GOODS has not been performed in accordance with this Article, CONTRACTOR, whether notified or not by COMPANY, shall immediately correct the defects and shall repeat the review inspection and/or tests until the defects have been put right and the defective item complies with the CONTRACT. In addition, COMPANY may at its own discretion enforce actions provided in Appendix "E".





Blanket Order no: 5000019073

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 provision of GOODS charging CONTRACTOR with any extra costs to COMPANY resulting therefrom, and;
- c) Enforce the HSE Disciplinary Procedure set out in Appendix "E".

COMMUNICATIONS AND CONTRACT MANAGEMENT

38. Notices

All notices, other than invoices to be given with respect to the CONTRACT, shall be considered as given to COMPANY and to CONTRACTOR, respectively, if given in writing and delivered personally or sent by registered mail or certified mail, return receipt requested, or by fax to the address and to the attention of the relevant PARTY set out in the FORM OF AGREEMENT and to the attention of that PARTY's representative appointed in accordance with Article "Representatives of the parties". Such notices shall be effective when delivered personally or when placed in the mail if mailed in the manner provided above.

39. Representatives of the parties

Subject to paragraph 9 of this Article, COMPANY shall by notice in writing appoint one COMPANY REPRESENTATIVE who has the authority to represent and bind COMPANY to any course of action under this CONTRACT.

COMPANY REPRESENTATIVE shall notify CONTRACTOR of all information, instructions and decisions of COMPANY made in connection with the performance of the CONTRACT.

Except as otherwise stated in this CONTRACT, only COMPANY REPRESENTATIVE shall be authorized to receive on behalf of COMPANY notifications, information and decisions of CONTRACTOR under the provisions of the CONTRACT.

The presence of COMPANY REPRESENTATIVE or any of COMPANY GROUP's personnel shall in no way relieve CONTRACTOR of its obligations and liabilities under the CONTRACT.

CONTRACTOR shall appoint in writing a CONTRACTOR REPRESENTATIVE who shall be a suitably qualified professional, having the experience and capability necessary to represent CONTRACTOR in the performance of the CONTRACT and who is authorized to represent and bind CONTRACTOR in any course of action in connection with the CONTRACT.

CONTRACTOR REPRESENTATIVE shall notify COMPANY of all information, instructions and decisions of CONTRACTOR made in connection with the performance of this CONTRACT.

Except as otherwise stated in this CONTRACT, only CONTRACTOR REPRESENTATIVE shall be authorized to receive on behalf of CONTRACTOR notifications, information and decisions of COMPANY under the provisions of this CONTRACT.

Either PARTY may change its respective representatives under the present Article at any time at its sole discretion by notice in writing to the other PARTY.

Neither COMPANY REPRESENTATIVE nor CONTRACTOR REPRESENTATIVE or their respective assistants shall be empowered to change, alter or vary the terms and conditions of this CONTRACT or to waive any of the rights, duties and liabilities of the PARTIES.

WARRANTIES AND LIABILITIES

Two handwritten signatures are present here. One signature is in blue ink and the other is in black ink, both appearing to be initials or names.





Blanket Order no: 5000019073

40. Representations and warranties

COMPANY represents and warrants that:

- a. it is a COMPANY duly organized and validly existing under the laws of the country specified in the FORM OF AGREEMENT;
- b. it is authorized to enter into this CONTRACT and has received all necessary approvals to do so and that it has, and shall continue to have, during the term of this CONTRACT, all necessary licenses, permits, consents and authorizations to perform the obligations under the CONTRACT;
- c. this CONTRACT has been duly authorized and executed by COMPANY and constitutes valid and legally binding obligations of COMPANY, enforceable in accordance with their terms; and
- d. compliance with the terms of this CONTRACT will not result in any violation of (i) any of COMPANY's memorandum of association, articles of association, certificate of incorporation, by-laws or equivalent constitutive documents, (ii) any provision contained in any agreement or instrument to which COMPANY is a party or by which COMPANY or its assets are bound or (iii) or any statute, law, rule, regulation, judgement, decree or order applicable to COMPANY.

CONTRACTOR represents and warrants that:

- e. it is a COMPANY duly organized and validly existing under the laws of the country specified in the FORM OF AGREEMENT;
- f. it is authorized to enter into this CONTRACT and has received all necessary approvals to do so and that it has, and shall continue to have, during the term of this CONTRACT, all necessary licenses, permits, consents and authorizations to perform the obligations under the CONTRACT;
- g. this CONTRACT has been duly authorized and executed by CONTRACTOR and constitutes valid and legally binding obligations of CONTRACTOR, enforceable in accordance with their terms;
- h. compliance with the terms of this CONTRACT shall not result in any violation of (i) any of CONTRACTOR's memorandum of association, articles of association, certificate of incorporation, by-laws or equivalent constitutive documents, (ii) any provision contained in any agreement or instrument to which CONTRACTOR is a party or by which CONTRACTOR or its assets are bound or (iii) or any statute, law, rule, regulation, judgement, decree or order applicable to CONTRACTOR;
- i. during the term of this CONTRACT, CONTRACTOR shall comply with all APPLICABLE LAW and with (whether APPLICABLE LAW or not) anti-corruption legislation, the Anti-Terrorism, Crime and Security Act 2001, the FCPA, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. CONTRACTOR shall not (a) pay, promise to pay, or offer any fee, commission, material remuneration or other thing of value to or for the benefit of any government official, political party or official thereof or candidate for political office in order to corruptly influence an act or decision of such person in his or her official capacity, cause such person to act or fail to act in violation of his or her lawful duty or cause such person to influence an act or decision of the government, for the purpose of assisting any member of CONTRACTOR GROUP to obtain or retain business or gain any improper advantage, or (b) otherwise violate the FCPA or any other anti-corruption laws applicable to CONTRACTOR GROUP;
- j. in connection with this CONTRACT, all transactions, including but not limited to the disposition of assets, the incurring of liabilities, the recording of expenses and the documenting of contractual arrangements undertaken by CONTRACTOR shall be recorded by CONTRACTOR in compliance with APPLICABLE LAW and shall in reasonable detail accurately and fairly reflect the transactions (including the purpose of each transaction and the person with whom it was concluded) in CONTRACTOR's books and records;
- k. in connection with this CONTRACT, CONTRACTOR shall not retain or pay any agent, SUBCONTRACTOR, or consultant if CONTRACTOR knows that, or has reason to believe that, circumstances exist which make it likely that such agent, SUBCONTRACTOR or



[Signature]

[Signature]



Blanket Order no: 5000019073

consultant will engage in conduct that would violate any provision of paragraph 2 (e) above when such agent, SUBCONTRACTOR or consultant were a party to this CONTRACT. CONTRACTOR shall take reasonable precautions to require its agents, SUBCONTRACTORS and consultants to comply with the obligations in paragraph 2 (e) as above;

- I. in connection with this CONTRACT, CONTRACTOR shall (a) enact and maintain appropriate compliance policies to implement the provisions of above paragraphs 2 (e) to 2 (g) inclusive, including arranging for appropriate training of CONTRACTOR PERSONNEL regarding their obligations to adhere to the standards of conduct set forth in such policies and (b) require all members of CONTRACTOR GROUP to comply with the obligations assumed by CONTRACTOR in paragraphs 2 (e) to 2 (g) inclusive as if they were directly applicable thereto. This effort shall include, but not be limited to, establishing reasonable precautions to prevent such members of CONTRACTOR GROUP from receiving entertainment or gifts, payments, loans, or other things of value from government officials or making, promising or offering entertainment or gifts, payments, loans, or other things of value to COMPANY's directors, officers, employees, consultants, advisors or agents, or government officials, in violation of APPLICABLE LAW, including, without limitation, anti-corruption laws;
- m. CONTRACTOR shall design, execute and complete the GOODS in accordance with this CONTRACT and INTERNATIONAL GOOD OIL FIELD PRACTICE;
- n. CONTRACTOR shall apply its relevant technical knowledge and organisational experience in providing the GOODS with all skill and care utilising sound engineering practices;
- o. CONTRACTOR shall provide the GOODS in a diligent, good and workmanlike manner without interruption to completion;
- p. CONTRACTOR shall consult with and advise COMPANY and keep it informed with respect to all matters arising in connection with this CONTRACT and at all times co-operate with COMPANY and COMPANY REPRESENTATIVE
- q. CONTRACTOR shall notify COMPANY immediately of any impending or actual stoppages of any activity under the CONTRACT as above, industrial disputes or other matters affecting or likely to affect the performance of this CONTRACT and in such circumstance CONTRACTOR shall provide, in an expeditious manner, details of how it shall overcome the delay;
- r. it is solvent and that no bankruptcy, insolvency or receivership proceeding has been commenced against CONTRACTOR and that it is aware of no basis upon which a reasonable person would expect there to be any likelihood of such a proceeding during the term of this CONTRACT;
- s. CONTRACTOR shall ensure that the whole design of the GOODS is adequate, suitable and fit for the purpose of this CONTRACT;
- t. CONTRACTOR shall co-ordinate and properly execute the provision of GOODS in co-ordination with other contractors, if any;
- u. CONTRACTOR shall prepare and maintain all TECHNICAL DOCUMENTATION and FINAL DOCUMENTATION required by COMPANY;
- v. CONTRACTOR shall procure, supply, expedite, inspect, transport, store and use GOODS in accordance with this CONTRACT;

The GOODS shall be capable of being integrated with other items into which it is intended such GOODS shall be attached and shall operate in accordance with the CONTRACT having been so integrated.

41. Liabilities and Indemnities

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; and/or
- (b) loss of, or damage to the property, owned, hired or leased, of any member of CONTRACTOR GROUP; and/or
- (c) (except for damage to GOODS, to which Article 5 applies) loss of, or damage to, the property, owned, hired or leased, of any member of COMPANY GROUP while under



[Signature]



Blanket Order no: 5000019073

the care, custody, control, and/or protection and/or preservation of any member of CONTRACTOR GROUP;

- a) where caused by CONTRACTOR GROUP, loss of, or damage to, any property owned, hired or leased, of any member of COMPANY GROUP, as identified in the relevant Appendix, which does not form part of the GOODS but is part of or associated with the implementation of the PROJECT and/or is located at COMPANY's premises.

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; and/or
(b) subject to paragraphs 1(c), 1(d) and paragraph 5 of this Article, loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP.

Subject to paragraphs 6 and 7 of this Article, 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, caused by any member of CONTRACTOR GROUP.

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:

- a. any payment demanded by any authority, which payment is not otherwise expressly reimbursable under this CONTRACT, and which is in satisfaction of any claim, demand, loss, cause of action, liability or expense of CONTRACTOR;
b. any claim brought against any member of COMPANY GROUP by any member of CONTRACTOR GROUP (other than CONTRACTOR);
c. debts or claims due from CONTRACTOR GROUP;
d. any failure to bring to COMPANY's attention forthwith any matter which, in the opinion of CONTRACTOR, appears to be an error or omission in or violation of this CONTRACT or conflicts with APPLICABLE LAW.

CONTRACTOR shall be responsible for the care, custody, control, protection and/or preservation of the GOODS from the EFFECTIVE DATE until the CERTIFICATE OF DELIVERY. 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 any loss and/or damage to the GOODS:

- (a) until the CERTIFICATE OF DELIVERY
(b) when caused by CONTRACTOR GROUP from the CERTIFICATE OF DELIVERY.

In the event of such loss and/or damage, CONTRACTOR shall, at CONTRACTOR's sole expense, if instructed by COMPANY, reconstruct, repair or replace the same.

Subject to paragraph 1 of this Article, COMPANY shall be liable for and shall defend, indemnify, and hold harmless the CONTRACTOR GROUP from and against any INDEMNIFIED COSTS of whatsoever nature arising from pollution and or contamination originating from (i) the reservoir and/or (ii) subject to paragraph 7 (iii) and (iv), any property of any member of COMPANY GROUP.

Subject to paragraph 2 of this Article, CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any INDEMNIFIED COSTS of whatsoever nature arising from pollution and/or contamination: (i) occurring on the premises of or under the care, custody, control, protection and/or preservation of any member of CONTRACTOR GROUP and/or; (ii) originating from the properties of any member of CONTRACTOR GROUP and/or; (iii) originating from any property under the care, custody, control, protection and/or preservation of any member of CONTRACTOR GROUP (including, without limitation, the GOODS until the CERTIFICATE OF DELIVERY) and/or; (iv) caused by any act or omission of any member of CONTRACTOR GROUP.



X

S



Blanket Order no: 5000019073

CONTRACTOR shall be liable for (i) removal and, when appropriate, marking and lighting of any wreck or debris arising from the performance of the CONTRACT, and/or (ii) proper control, removal, transportation and disposal of or otherwise management of waste (including hazardous waste) under the care, custody, control, protection and/or preservation of CONTRACTOR GROUP or arising from the performance of the CONTRACT and CONTRACTOR shall defend, indemnify and hold harmless COMPANY GROUP in respect of all INDEMNIFIED COSTS arising out of, or relating to, the foregoing.

Without prejudice to the provisions of this Article, CONTRACTOR shall be liable for and defend, indemnify and hold harmless COMPANY GROUP against any INDEMNIFIED COSTS of whatsoever nature arising from liens, attachments or claims by any person in connection with or arising out of the performance of this CONTRACT and COMPANY may withhold or deduct the amount arising out of such lien, attachment or claim from any payment due to CONTRACTOR or recover such sum as a debt.

CONTRACTOR shall, at CONTRACTOR's cost, be liable for and shall defend, indemnify and hold harmless COMPANY GROUP against any and all INDEMNIFIED COSTS in respect of or arising out of any matter set out in relation to liabilities which CONTRACTOR has assumed under the CONTRACT. Notwithstanding, COMPANY shall at all times have the right to be represented by its own counsel and to participate in the defence of any action relating to such infringement in which it may be a defendant or may give instructions to CONTRACTOR. Where CONTRACTOR fails to carry out any action required by COMPANY in relation to the foregoing, COMPANY may take any such action on its own behalf and shall be entitled to full reimbursement for any resulting costs from CONTRACTOR. Should CONTRACTOR be prevented from supplying any part of the GOODS hereunder by reason of legal proceedings based upon such claim, COMPANY shall be relieved of its obligation to make payment for such part of the supply of GOODS not performed as a result thereof. Without prejudice to the foregoing, COMPANY shall have the right to instruct CONTRACTOR to refrain from taking any action under this paragraph 10 and in such case CONTRACTOR shall only be liable to COMPANY for the actual amount of the claim to be demonstrated by CONTRACTOR and legal costs incurred by COMPANY, unless the CONTRACTOR demonstrates that the CONTRACTOR GROUP were not responsible (directly or indirectly) for such matter.

All exclusions and indemnities given under this Article "Liabilities and Indemnities" shall apply irrespective of cause, except as otherwise stated in this Article "Liabilities and Indemnities", and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified PARTY or any other entity or party 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 or WILFUL MISCONDUCT or fraud or (ii) by CONTRACTOR GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE or WILFUL MISCONDUCT or fraud.

Notwithstanding any provision to the contrary elsewhere in the CONTRACT and except to the extent of any agreed (i) liquidated damages, (ii) any predetermined termination fees and/or (iii) interests for late payment 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 of any member of CONTRACTOR GROUP, 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 of any member of COMPANY GROUP 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.

42. Insurance

Without limiting any of its obligations under this CONTRACT or APPLICABLE LAW, CONTRACTOR shall maintain or cause to be maintained, throughout the term of the CONTRACT, with insurers with a minimum Standard & Poor's rating of "BBB" or equivalent



[Handwritten signature]



Blanket Order no: 5000019073

or other reputable insurers acceptable to COMPANY (in case of Pakistan insurers acceptable to COMPANY, with a minimum PACRA and/or JCR-VIS rating "AA+"), and shall pay for the following insurance policies:

- a. Workmen's compensation insurance, or any similar compensation, covering personal injury to, or death of, employees of the CONTRACTOR engaged in the performance of this CONTRACT as required by APPLICABLE LAW or under each job contract. Where workmen compensation insurance, or any similar compensation, is not required by APPLICABLE LAW or under each job contract, CONTRACTOR shall nevertheless place, maintain, and provide evidence of, adequate insurance policies covering personal injury to, or death of, employees of the CONTRACTOR engaged in the performance of this CONTRACT;
- b. Employers liability insurance to be maintained at the minimum value of PKR (PKR 200,000) or such amount as required by APPLICABLE LAW, whichever is the greater for any one occurrence. This coverage shall be applicable when CONTRACTOR PERSONNEL travel abroad even if the transport is provided by COMPANY. Claims formulated by employees of CONTRACTOR against COMPANY GROUP shall be treated as claims against CONTRACTOR and compensated by such insurance;
- c. General Third Party Liability Insurance covering legal and contractual liabilities of CONTRACTOR under this CONTRACT and APPLICABLE LAW with a combined single limit of not less than (PKR 200,000) for any one occurrence;
- d. If the performance of the CONTRACT requires the use of any motor vehicles, Third Party and Passenger Liability insurance and other motor insurance in the amount not less than (PKR 20,000) or such amount as is required by APPLICABLE LAW, whichever is the greater, for any one occurrence;
- e. If the performance of the CONTRACT requires CONTRACTOR GROUP to use or supply aircrafts, Aircraft liability insurance covering all contemplated uses of such aircraft, including passenger liability, in an amount not less than (PKR 20,000) for any one occurrence;
- f. Such further insurances, if any, as required by APPLICABLE LAW.

Costs of all insurances listed above, with the exception of any further insurance that may be required by COMPANY after signature of the CONTRACT, are included in the price offer.

Policies relating to the insurance requirements set out in this Article shall not be cancelled or materially altered during the term of this CONTRACT without thirty (30) days prior written notice to COMPANY, and only provided that the insurance coverage required by this CONTRACT is maintained.

The insurance policies and amounts indicated in this Article shall not be construed as limiting or restricting in any manner whatsoever the liability of CONTRACTOR under the CONTRACT nor imposing any liability on COMPANY with respect to any amount in excess of the amount set forth. To the extent of the liabilities under this CONTRACT, any deductibles from cover under any of the insurance policies specified in this Article shall be borne by CONTRACTOR in the event of a claim.

To the extent of CONTRACTOR's liabilities under this CONTRACT, all insurances that are required to be maintained by CONTRACTOR GROUP by this Article shall contain provisions that (i) the relevant insurers shall have no right of subrogation against any member of COMPANY GROUP or their respective insurers and (ii) COMPANY is additionally insured under the policies, with the exception of the workmen's compensation and Third Party and





Blanket Order no: 5000019073

Passengers insurance. With regard to Employer's Liability, an Indemnity to Principal *in lieu* of additional insured status is acceptable.

Within ten (10) days of the signature of the CONTRACT or before the commencement of relevant operations (or the date of amendment of any policy) CONTRACTOR shall furnish to COMPANY, certificates, issued by the insurance carriers, evidencing that all insurance requirements under this CONTRACT are in full force and effect and fully compliant with the requirements of this Article. Such certificates shall:

- a. show the effective and expiry dates of all the policies;
- b. show the liability limits;
- c. provide evidence that all policies are compliant with the requirements set in this Article;
- d. to the extent required under the paragraph 5 of this Article, state that COMPANY is additionally insured under the policy, and the subrogation rights are waived in favor of COMPANY GROUP and its respective insurers.

The furnishing of certificates by CONTRACTOR shall not be interpreted to mean that COMPANY is assuming any responsibility for the correctness of the policies to which the certificates relate and/or that CONTRACTOR has complied with all its obligations under the CONTRACT.

In the event that (i) CONTRACTOR fails to maintain any of the insurance policies required by this Article or (ii) COMPANY is not able to recover under the insurances referred to in Article "Insurance" as a result of any act, neglect, error or omission on the part of any member of CONTRACTOR GROUP (whether occurring before or after the inception of the relevant insurance policy) including, without limitation, any misrepresentation, non-disclosure, want of due diligence or breach of any declaration or warranty contained in the relevant insurance policy, 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 resulting from such failures, in accordance with CONTRACTOR's liabilities under this CONTRACT and APPLICABLE LAW.

Additionally, should CONTRACTOR fail to maintain the insurance coverage required by this Article, COMPANY reserves the right to terminate this CONTRACT according to Article "Contract Duration and Termination" provided always that CONTRACTOR's liabilities stated in this CONTRACT remain unchanged. However, CONTRACTOR shall not be liable for the failure by COMPANY to convey to any insurers information provided by CONTRACTOR.

CONTRACTOR shall require any SUBCONTRACTOR utilized by CONTRACTOR in the performance of the CONTRACT to carry insurance of the types and amounts required by this Article or APPLICABLE LAW in connection with activities engaged in by that SUBCONTRACTOR, and, as a minimum, any insurance required by APPLICABLE LAW. Upon the request of COMPANY, CONTRACTOR shall furnish COMPANY with insurance certificates evidencing coverage for each member of CONTRACTOR GROUP.

Those insurances which members of CONTRACTOR GROUP are required to maintain by this CONTRACT or APPLICABLE LAW shall always be construed as primary insurance without any right of contribution from any insurance taken out by the COMPANY.

43. Liquidated damages

All amounts of liquidated damages set out in the CONTRACT are agreed as a genuine pre-estimate of the losses which may be sustained by COMPANY in the event that the CONTRACTOR fails in its respective obligations under the CONTRACT, and not as a penalty.

The provisions of liquidated damages set out in the CONTRACT shall be the COMPANY's sole and exclusive financial remedy in the event CONTRACTOR fails to achieve the respective



S

X



Blanket Order no: 5000019073

obligations for which liquidated damages are applied in accordance with the CONTRACT, provided always that if the amount of any liquidated damages payable by CONTRACTOR is exhausted or reach any cap or other financial limit, COMPANY may terminate the CONTRACT under Article "Termination for cause" and recover its reasonable documented direct damages incurred in connection with such termination pursuant to Article "Termination for cause".

In circumstances where any liquidated damages are successfully challenged by CONTRACTOR as constituting a penalty or otherwise cannot be enforced against the CONTRACTOR, the PARTIES agree that CONTRACTOR's liability to the COMPANY will instead be for general damages at law.

44. Financial security

Where required under the CONTRACT, CONTRACTOR shall obtain and deliver to COMPANY by the EFFECTIVE DATE a bank guarantee in the form attached to the CONTRACT (the "BANK GUARANTEE") and in the amount specified in the FORM OF AGREEMENT and shall maintain the BANK GUARANTEE, as security for the proper performance of this CONTRACT by CONTRACTOR, which shall remain in full force and effect and be held by COMPANY until the date specified in the CONTRACT or until all outstanding financial matters have been settled, whichever is the later. The BANK GUARANTEE may be drawn by COMPANY upon COMPANY's first written demand stating that CONTRACTOR has not fulfilled its obligations under the CONTRACT, notwithstanding any contest or other disagreement by CONTRACTOR. The BANK GUARANTEE shall be provided by a primary bank with a minimum Standard & Poor's rating "BBB" or equivalent, or other reputable banks acceptable to COMPANY. All costs of complying with the requirements of this paragraph 1 shall be borne by CONTRACTOR.

Where required under the CONTRACT, CONTRACTOR shall obtain and deliver to COMPANY by the EFFECTIVE DATE a parent COMPANY guarantee, in the form attached to the CONTRACT ("PARENT COMPANY GUARANTEE"), as a security for the proper performance of the CONTRACT by CONTRACTOR, which shall remain in full force and effect and be held by COMPANY until the end date of the CONTRACT. The PARENT COMPANY GUARANTEE may be drawn by COMPANY's first written demand stating that CONTRACTOR has not fulfilled its obligations under this CONTRACT notwithstanding any contestation by CONTRACTOR. The parent COMPANY providing the PARENT COMPANY GUARANTEE shall be subject to prior APPROVAL of COMPANY and all costs of complying with requirements of this paragraph 2 shall be borne by CONTRACTOR.

COMPANY shall not be under any obligation to make any payment to CONTRACTOR until such time as COMPANY has received (i) an acceptable BANK GUARANTEE (ii) an acceptable PARENT COMPANY GUARANTEE in accordance with this Article "Financial security" and (iii) certificates of insurance as required by Article "Insurances".

APPENDIX A - COMPENSATION AND METHOD OF APPLICATION

INDEX

- 1. GENERAL**
- 2. ALL INCLUSIVE RATES**
- 3. COMPENSATION SCHEME**
- 4. NOTES:**



[Handwritten signatures]



Blanket Order no: 5000019073

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. All prices and rates included herein have therefore been prepared by CONTRACTOR with due recognition of the fact that CONTRACTOR shall be responsible for the SERVICES in accordance with the terms and conditions set forth in the CONTRACT, with the sole exclusion of those items which may be explicitly designated within the CONTRACT that are the responsibility of COMPANY. For sake of clarity, this means that 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 PKR.
- 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.

2. ALL INCLUSIVE RATES

Without prejudice to the detailed terms included hereinafter, the rates detailed within this Appendix A shall include, but not necessarily be limited to, the following:

- All costs associated with the provision of management to supervise, plan, schedule, progress and control the SERVICES.
- All labour associated costs, including but not limited to salaries, wages, allowances, bonuses, social charges, fringe benefits, overtime premiums, weekend/holiday/sick leave and other non-available time, shift work, site safety clothing and other personal safety equipment.
- All costs associated with provision, delivery, marking, tagging, testing, certification, calibration (as appropriate), preservation/maintenance/repair/replacement of CONTRACTOR materials and equipment; all costs associated with the equipment amortization, as applicable, shall also be included.
- All costs associated with the issuance, review/revision, handling and delivery of all documentation required for the due and proper execution and full completion of the CONTRACT.
- 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.
- All costs associated with the required insurance coverage, including medical insurance for CONTRACTOR Personnel.
- 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.
- All financial charges on capital employed.
- All costs for full compliance with APPLICABLE LAW.



X

S



Blanket Order no: 5000019073

- All costs for obtaining passports, visas, work permits, and permits to travel, as applicable.
- All costs for full compliance with COMPANY's HSE requirements as per relevant Appendix E of the CONTRACT.
- CONTRACTOR's overheads, commercial commissions and profit.
- Any other costs arising directly or indirectly for the provision of the SERVICES.

3. COMPENSATION SCHEME

Item	DESCRIPTION	Qty	Unit	Unit Price (USD)
1	FAS2750 Storage System for Karachi (required Detail as per SOW) including Configuration and data migration	1	Each	74,300
2	FAS2720 Storage System for Bhit (required Detail as per SOW) including Configuration and data migration	1	Each	39,300

4. NOTES:

- 1- Delivery Schedule /Period: For items – 10 to 12 weeks Contractor Standard Time for the Delivery of GOODS after receipt of approved Call off Order.
- 2- Mode of Delivery: DDP - Eni Pakistan's Korangi Warehouse Karachi.
- 3- Payment Terms & Conditions: Payments shall be made in PKR on Interchange Bank Exchange Rate (USD to PKR) in net 60 Days from Invoice Receipt date to COMPANY's Finance Department (after delivery of GOODS).

ATTACHMENTS

Appendix D - "Scope of Work and Technical Specification"

Appendix E -HSE-CR Guidelines

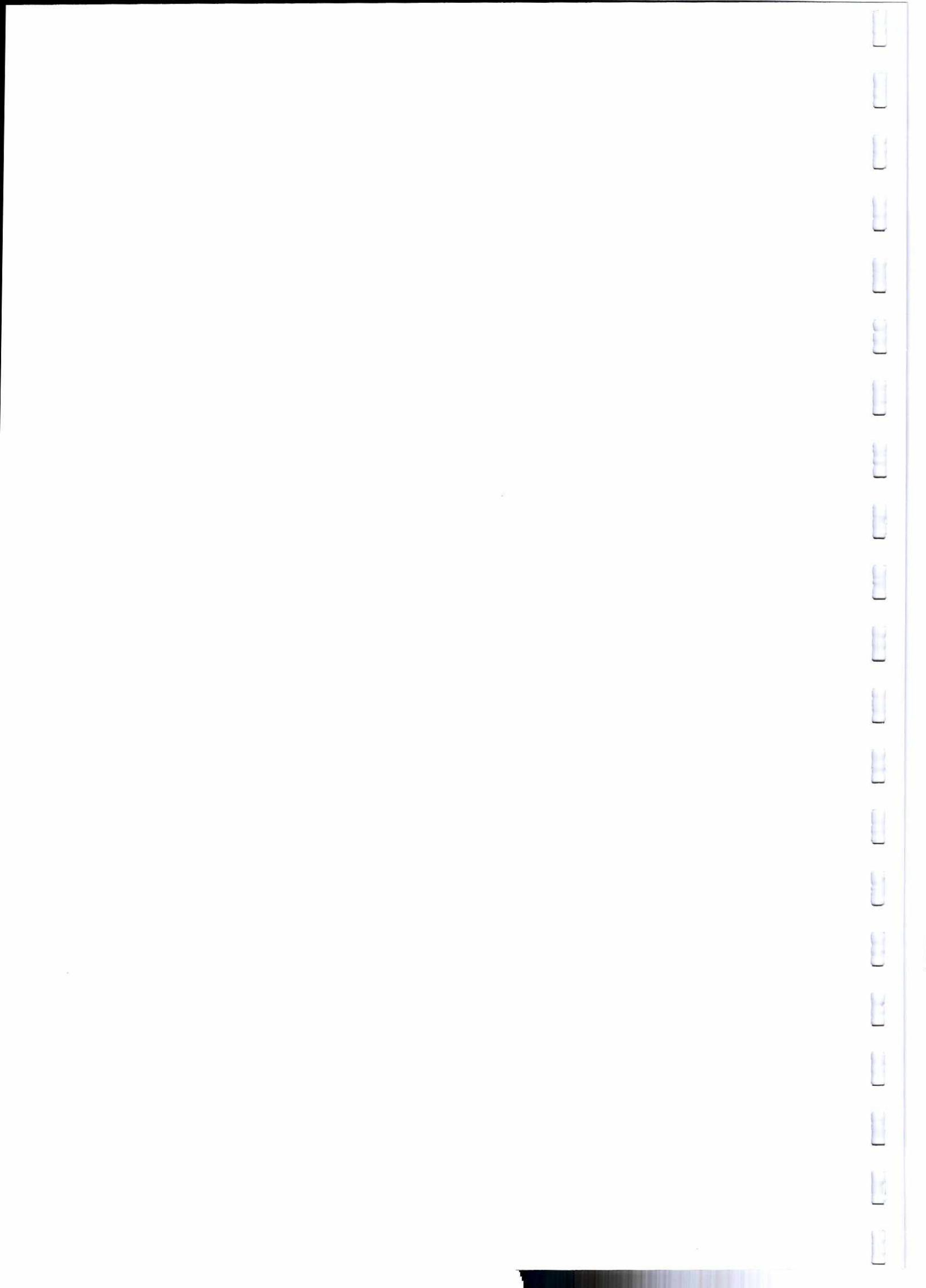
Appendix F – Security Guidelines

Appendix H -OHMS Guidelines - Operation Support Services



h

XX





Eni

Scope of Work

ICT Hardware Purchase New Storage

Date created : 11/06/2020
Date revised :
Revision : :

TITLE : Scope of Work – ICT Hardware Purchase of New Storage
PROJECT :
PHASE : :

Prepared by : Atif Khan

Department: ICT

*For
M. Asif*

Approved by : Taha Lateef

Department: ICT

*Taha
11-Jun-2020*



[Signature]

[Signature]



Eni

Scope of Work

ICT Hardware Purchase New Storage

TABLE OF CONTENTS

Introduction:.....	4
Current Setup:.....	5
Scope of Work:.....	6
Distribution and intended audience.....	6
Definitions , Acronyms and Abbreviations	6
General Definitions	6
Nature of Service Required.....	7
Locations to be covered by the Contract.....	10
Coverage, Response Times and Priority Levels	11
ENI Pakistan's New Storage Specifications.....	12
Contract Duration	14



sb

AK



Eni

Scope of Work

ICT Hardware Purchase New Storage

Revision History:

Rev #	Description	Date
1.0	SOW for Purchase of New Storage Hardware	13-May-2020



[Signature]

[Signature]



Eni

Scope of Work

ICT Hardware Purchase New Storage

Introduction:

The Storage Area Network is now an integral & indispensable part of ENI IT setup. Since introduction of our first SAN in Eni pakistan more than 13 years at Bhit and 6 years ago at karachi, our reliance on and use of the SAN system has grown exponentially (growing from a simple initial 10TB SAN to nearly 100TBs today, that is more than a ten times increase)

Good planning & timely introduction of a reliable SAN system has enabled us to manage this growth effectively and without any catastrophic data loss events over the past years.

It is now time for us to plan for the next two years at least and take necessary steps to ensure continued smooth running of back-end data storage as specified in this Scope of Work .



S

A



Eni

Scope of Work

ICT Hardware Purchase New Storage

Current Setup:

The data of Eni Pakistan is placed on an entry level SAN at Bhit purchased in Jan 2007 and that was consolidated from disparate islands of storages. Looking at the past trends of data growth, current requirement of master data base, content management system shared area and also taking into account the activities and their subsequent effect on seismic/ reservoir data, it is imperative to have a consolidated centralized storage with sufficient capacity.

- o One of our two existing SAN systems (EVA-P2000 which is our Bhit storage) has reached end-of-life cycle (13+ years in operation) and has been giving problems with rising multiple HW failures recently, making replacement of this system imminent & necessary.
- o Our Primary SAN Karachi office (Hitachi Hus 130) is almost 6 years old and based on older generation storage technology
- o Replacing only one SAN system with latest technology based equipment would leave us with the inability to plan on proper replication site due to non-availability of 2 matching SAN systems (since EVA4xxx series is now end of life)
- o Overall current storage technology based on older generation EVA\Hus technology, which is expected to become bottleneck over coming few years (ex. Lower Cache capacity, fewer SAN to Fabric connections, slower & more expensive Fibre Channel HDDs, no access to new gen / low cost 6G/SAS or SSD (Solid State Disk) technology, lower MIP & Mbps ratings (Millions of Instruction p/second & Megabytes p/second, lack of or very limited virtualization capabilities), etc.





Eni

Scope of Work

ICT Hardware Purchase New Storage

Scope of Work:

Purchase of new storage system will comprise features with the high availability, ease of expansion, high reliability and much more efficiency. It must accommodate our current and future requirements.

Therefore to achieve the storage requirements , with high availability and performance , We need to replace with new storage

Distribution and intended audience

Procurement, ICT and suppliers.

Definitions , Acronyms and Abbreviations

General Definitions

COMPANY is eni Pakistan

BIDDER is the companies which are invited to submit a proposal and who choose to participate

CONTRACTOR is the company that is awarded the CONTRACT on the after technical and commercial evaluation by the COMPANY.

CONTRACT refers to an open contract. It means that the COMPANY does not commit to the purchase of the listed items, there is no delivery times and/ or quantities pre-set. This is an open contract which allows the COMPANY to request agreed goods and services when required and in the quantities required.

CALL OFF is the commitment to perform specific task based on the terms and prices negotiated in the CONTRACT.



 Eni	Scope of Work ICT Hardware Purchase New Storage
---	--

- 11.1. The FAULT LOG shall mention date of failure, date of resolution, description of issue, description of solution, hardware / components replaced / repaired, and other relevant comments and notes.
- 11.2. The FAULT LOG should be structured and be able to produce reports on demand to analyze incidents concerning a particular component or equipment during a particular period.
- 11.3. The FAULT LOG should be sent via email, to Eni Pakistan ICT team on a monthly basis.

- 12. Activities and Services falling under the general purview of Hardware under warranty Maintenance as per industry standards, even if not mentioned in this section, are assumed to be a part of this SOW.





Eni

Scope of Work

ICT Hardware Purchase New Storage

Locations to be covered by the Contract

- I. Eni Pakistan (Karachi Office)

This is the current location of the hardware equipment specified in this document:

Eni Pakistan
5th Floor, The Forum, G-20
Block-9 Khayaban-e-Jami
Clifton, Karachi-75600,

Any transportation to and from this location will be at the cost of the CONTRACTOR and is deemed to be included as part of the purchase costs.

- II. COMPANY Disaster Recovery Location (DR Site)

MD HOUSE:
HOUSE NO. 33, MAIN KHAYABAN E MUJAHID,
PHASE V, DHA, KARACHI

- III. COMPANY Bhit Field Location

- IV. OTHER COMPANY Locations (To be advised by COMPANY)

Within the duration of the WARRANTY, the COMPANY may add / relocate some hardware related to another location (in proximity to the current location). In such case the COMPANY will formally notify the CONTRACTOR.

These locations will carry the same level of urgency and priority as the COMPANY office.

Any transportation to and from this location will be at the cost of the CONTRACTOR and is deemed to be included as part of the purchase costs.





Eni

Scope of Work

ICT Hardware Purchase New Storage

Nature of Service Required

1. Provision of 24/7 support and maintenance services via phone calls & e-mails.
2. For complex / major issues which cannot be resolved remotely, on-site 24/7 support is required.
3. Availability of CONTRACTOR resources on-site for Datacenter / Systems shutdown & startup activities
4. During under warranty on-site support, CONTRACTOR senior resource will arrive on-site within 02-hours of issue reporting in order to perform support & maintenance activities
5. The CONTRACTOR will determine the cause of any hardware failure. This may involve interpreting error messages, running diagnostic programs, and / or other tests.
6. The CONTRACTOR will provide on-site repairs to hardware systems. Failed components will be replaced. Worn or badly adjusted components would be rectified on site.
 - 6.1. Where possible activities pertaining to repair and replacement of hardware and associated components would be performed onsite during under warranty.
 - 6.2. If it is deemed, during warranty preventive maintenance or an intervention or repair / rectification activity, that a certain part / component may fail and cause disruption of service to the COMPANY, such part / component shall be promptly replaced by the CONTRACTOR.
 - 6.3. The cost of the part / component replacements is deemed to be a part of the maintenance fee. The replacement components shall be new. Repaired / refurbished parts / components shall not acceptable, unless and until, the CONTRACTOR can provide in written that the required parts / components are no longer manufactured and are only available in repaired / refurbished state.
 - 6.4. Any reconfiguration resulting from repairs, replacements, and adjustments will be the responsibility of the CONTRACTOR. This will include Operating System (OS) and OS related standard software reconfiguration and installation of driver software.
7. In case of major faults / issues where it is not possible to repair the faulty hardware onsite or where onsite repair would take a comparatively long time, the CONTRACTOR may take the hardware off-site to its premises for repair.
 - 7.1. The CONTRACTOR shall make the appropriate arrangements to take the faulty hardware to its premises and back to the COMPANY after repair. All such costs are deemed to be covered by the under warranty maintenance.
 - 7.2. Should a repair be foreseen to take more than 24 hours, the CONTRACTOR shall provide replacement hardware of similar capacity and capability to the COMPANY for temporary use whilst the hardware is being repaired.
 - 7.3. Associated configurations / reconfigurations with the temporary hardware will be the responsibility of the CONTRACTOR.

7 | Page





Eni

Scope of Work

ICT Hardware Purchase New Storage

- 7.4. If there is COMPANY CONFIDENTIAL DATA present on the faulty system, the CONTRACTOR will help the COMPANY to copy and remove such data from the faulty system, before it is taken offsite.
- 7.5. If the above is not possible, the CONTRACTOR agrees to maintain strict CONFIDENTIALITY of COMPANY's DATA and neither to disclose it to any 3rd party (individual, association or persons, or company) nor to profit from it. Moreover the CONTRACTOR agrees and understands that such data at all times remains the ownership and property of the COMPANY.
- 7.6. The COMPANY may require the CONTRACTOR to sign a CONFIDENTIALITY AGREEMENT to that effect.
8. The CONTRACTOR shall follow manufacturer's recommended Preventive Maintenance procedures. This includes the application of recommended driver or microcode upgrades. Mechanical or moving parts should be checked regularly for wear or mal-adjustment.
 - 8.1. The CONTRACTOR is expected to be proactive in performing Preventive Maintenance activities.
 - 8.2. Equipment should be cleaned regularly. Manufacturers' guidelines on cleaning should be followed. The CONTRACTOR should define a periodic schedule for such activity.
 - 8.3. If and where downtime is required for such activities it will be sought in prior agreement with the Eni Pakistan ICT support staff, so that Business end-users effected by such activities may be informed. Equipment downtime should not exceed more than 1 business day.
 - 8.4. Activities requiring downtime and critically effecting users, should be performed in off-hours (preferably after 6:30 PM and no earlier than 6:00 PM) or on the weekend.
 - 8.5. Only in exceptional situations, should activities requiring downtime be scheduled for lunch interval and in such cases the CONTRACTOR will ensure that such activities i) are completed within one hour; ii) have a minimal impact on the ICT hardware infrastructure, iii) have a minimal risk of escalating into serious issues and disrupting ICT services at the COMPANY.
9. The CONTRACTOR is expected to keep in stock a pool of spare components which are most likely to fail (disks, power supplies etc.). The spares pool should prioritize critical storage and sub-systems.
10. The CONTRACTOR should be familiar with system software on the hardware platforms. The CONTRACTOR should be able to configure and tune the control software and Operating System to adapt to Eni's data and application needs. This implies knowledge of Windows OS, Linux, and storage control software. The CONTRACTOR should be able to advise Eni Pakistan about optimum parameters, version levels, configurations, etc. to suit business needs.
11. A FAULT LOG should be recorded and kept on file throughout the duration of the Warranty CONTRACT to enable a statistical overview of component performance and reliability to be developed. Monthly reports should be provided by the support center of problems, faults and events.





Eni

Scope of Work

ICT Hardware Purchase New Storage

Coverage, Response Times and Priority Levels

Business hours at Eni Pakistan are normally 8:30am to 5:00pm Monday to Thursday & Friday until 5:30pm. The CONTRACTOR's support phone line should be active and the mailbox monitored during these times.

Faults will be assigned a priority by Eni Pakistan according to the following scheme:-

Level A: High priority – CONTRACTOR should respond with site visit within two hours. A resolution should be put into effect within one working day.

Level B: Medium-low priority CONTRACTOR should respond with site visit within half working day. A resolution should be put into effect within 24 hours.

In addition, for major faults and interventions, the COMPANY may request for service outside of the normal working hours and on weekends / public holidays.





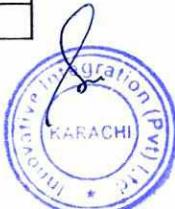
Eni

Scope of Work

ICT Hardware Purchase New Storage

ENI Pakistan's New Storage Specifications

FAS2750 Storage System (Primary Site)			
S. No.	Part Number	Product	Ext Qty
1	SW-2-CL-BASE	SW-2,Base,CL,Node	1
2		FAS2750	1
3	FAS2750A-002	FAS2750 HA System,Premium Bundle,CNA	2
4	SW-2-2750A-NVE-C	SW,Data at Rest Encryption Enabled,2750A,-C	2
5	SW-2-2750A-TPM-C	SW,Trusted Platform Module Enabled,2750A,-C	2
6	FAS2750-106-C	FAS2750,24x1.8TB,10K,-C	1
7	DOC-2750-C	Documents,FAS2750,-C	1
8	X6589-R6-C	SFP+ Optical 10Gb Shortwave,-C	4
9	X6596-R6-C	SFP+ FC Optical 16Gb,-C	4
10	SW-PREMIUM-SAS-01-C	SW,Per-0.1TB,Premium,SAS,01,-C	864
11	DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	2
12	X66250-15	Cable,LC-LC,OM4,15m	4
13	X66250-5	Cable,LC-LC,OM4,5m	4
14	X6566B-05-R6	Cable,Direct Attach CU SFP+ 10G,0.5M	2
15	X-02659-00	Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32	1
16	X1558A-R6	Power Cable,In-Cabinet,48-IN,C13-C14	2
17	CS-BASE-SUPPORT	Base Software Support	1
18	CS-A2-4D	SupportEdge Standard w/ 4hrParts Delivery	1
19		FAS2750-EXP	1
20	X66032A	Cable,12Gb,Mini SAS HD,2m	4
21	DS224C-10-1.8-24S-SK	Disk Shelf,12G,24x1.8TB,10K,-SK	1
22	X-02659-00	Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32	1
23	X1558A-R6	Power Cable,In-Cabinet,48-IN,C13-C14	2
24	CS-A2-4D	SupportEdge Standard w/ 4hrParts Delivery	1





Eni

Scope of Work

ICT Hardware Purchase New Storage

FAS2720 Storage System (Bhit Site)

S. No.	Part Number	Product	Ext Qty
1	SW-2-CL-BASE	SW-2,Base,CL,Node	1
2		FAS2720	1
3	FAS2720A-002	FAS2720 HA System,Premium Bundle,CNA	2
4	SW-2-2720A-TPM-C	SW,Trusted Platform Module Enabled,2720A,-C	2
5	SW-2-2720A-NVE-C	SW,Data at Rest Encryption Enabled,2720A,-C	2
6	FAS2720-103-C	FAS2720,12x8TB,7.2K,-C	1
7	SW-PREMIUM-NLSAS-01-C	SW,Per-0.1TB,Premium,NLSAS,01,-C	960
8	DOC-2720-C	Documents,FAS2720,-C	1
9	X6589-R6-C	SFP+ Optical 10Gb Shortwave,-C	4
10	X6596-R6-C	SFP+ FC Optical 16Gb,-C	4
11	DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	2
12	X66250-15	Cable,LC-LC,OM4,15m	4
13	X66250-5	Cable,LC-LC,OM4,5m	4
14	X6566B-05-R6	Cable,Direct Attach CU SFP+ 10G,0.5M	2
15	X-02657-00	Rackmount Kit,212C,4-post,Adj	1
16	X1558A-R6	Power Cable,In-Cabinet,48-IN,C13-C14	2
17	CS-BASE-SUPPORT	Base Software Support	1
18	CS-A2-4D	SupportEdge Standard w/ 4hrParts Delivery	1

NetApp DS212C Expansion Disk Shelf (NL-SAS)

S. No.	Part Number	Product	Ext Qty
1	DS212C		1
2	X-02657-00	Rackmount Kit,212C,4-post,Adj	1
3	DS212C-07-8.0-12B-QS	DSK SHLF,12G,12x8TB,7.2K,-QS	1
4	OS-ONTP-CAP1-PREM-AD2P-QS	ONTAP,Per-0.1TB,PREMBNDL,AddOn,Capacity,2P,QS	960
5	X1558A-R6	Power Cable,In-Cabinet,48-IN,C13-C14	2
6	X66032A	Cable,12Gb,Mini SAS HD,2m	4
7	CS-A2-4D	SupportEdge Standard w/ 4hrParts Delivery	1

Peripherals attached to the main hardware and not listed are assumed to be a part of the equipment because they are essential to its functioning.

Note :

Bidders may be asked to quote the next transition model of FAS2750 / FAS2720 if "End of Availability" / "End of Support" (EOA/EOS) dates are announced during the bid submission / bid evaluation process or



Eni

Scope of Work

ICT Hardware Purchase New Storage

even if the new model is announced during this period to ensure that Eni Pakistan receives the latest available hardware whereas storage capacity, IO ports, software licensing and warranty support coverage requirement will remain the same/compatible with the new replacement model.

CALL OFF Order for equipments listed in the technical specification will be issued as per the purchase starting date mentioned below.

Contract Duration

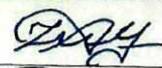
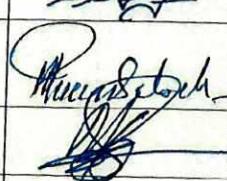
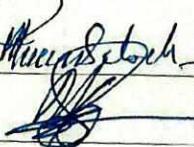
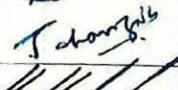
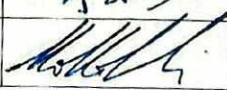
Commencement Date: 1st November 2020
End Date: 31st October 2021



L

H

HSE - CR GUIDELINES FOR ICT SUPPORT SERVICES AT Eni PAKISTAN LOCATIONS

Activity	Name	Designation	Date	Signature
Prepared by	Zulfiqar Ali	Sr. HSE Officer (Contracts & Projects)	20-02-20	
	Zulfiqar Baloch	Sr. Officer Land & Community Relations	26-02-20	
Reviewed by	Mohammad Qasim	Team Leader Community Management	26-02-20	
	Jahanzaib Akhtar	Sr. Coordinator (HSE Operations)	26-02-20	
Approved by	Matteo Missiroli	HSE-CR Manager	27-02-20	

H | S | E | 9 | 9 | - | 0 | 0 | - | I | N | - | G | D | - | 0 | 9 | 8 | - | 0 | 7 |



CONTENTS

1. INTRODUCTION.....	4
2. HSE POLICY AND COMMITMENT	4
3. PERSONNEL	8
4. HSE REQUIREMENTS FOR SUBCONTRACTOR	10
5. LEGAL AND OTHER REQUIREMENTS.....	10
6. KICK OFF & PRE - MOB MEETING.....	13
7. PERSONAL PROTECTIVE EQUIPMENT	14
8. EQUIPMENTS & TOOLS	15
9. JOURNEY MANAGEMENT & DRIVING.....	16
10. PERMIT TO WORK	18
11. FALL PROTECTION.....	19
12. CAMP HSE REQUIREMENT	19
13. ENVIRONMENTAL GUIDELINES	19
14. EMERGENCY RESPONSE PLAN	19
15. INCIDENT / ACCIDENT INVESTIGATION & REPORTING	19
16. COMMUNITY RELATION GUIDELINES	20





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services
Date of Release February, 2020
Page 3 of 39

List of ANNEXES

Annexure: A. Eni Pakistan HSE Disciplinary Policy	23
Annexure: B. Eni Pakistan HSE Policy	26
Annexure: C. Eni Pakistan Drug & Alcohol Policy	27
Annexure: D. Eni Pakistan No Smoking Policy	28
Annexure: E. Eni Pakistan Driving Policy	29
Annexure: F. Eni Pakistan HIV Policy	30
Annexure: G. Eni Pakistan Sustainability Policy	31
Annexure : H. Subcontractor HSE minimum requirements.....	32
Annexure : I. Declaration about subcontractor HSE requirements.....	33
Annexure : J. Contractor declaration about Subcontractor HSE requirements.....	34
Annexure : K. Subcontractor declaration about Subcontractor HSE requirements	35
Annexure: L. Information / Documents Required.....	36





Eni Pakistan Limited

1. INTRODUCTION

This document is being issued with the Letter of Invitation to Tender and Contract Document to provide the Support Services to Information & Communication Technology (ICT) department at Eni Pakistan Locations as per provided Scope of Work.

It sets out the requirements for Health, Safety, Environment and Community Relations (HSE & CR) that the 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 CONTRACTOR to prepare their bid in a manner that will allow Eni Pakistan (herein after referred as COMPANY) to objectively evaluate their capabilities to meet minimum COMPANY HSE Standards. It does not absolve the bidders from their own HSE responsibilities and is not universal in nature.

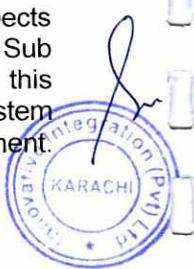
CONTRACTOR shall provide suitable evidence to demonstrate for having a management system conforming to the COMPANY'S Health, Safety and Environment Standards and provide sufficient information along with necessary supporting documentation against each of the requirement of this document to show their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

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

COMPANY gives prime importance to HSE performance of its operations and expects same during execution of the service by the CONTRACTOR or relevant Sub CONTRACTOR. In order to ensure excellence in the HSE performance under this Contract, COMPANY expects the CONTRACTOR to maintain a robust HSE system fulfilling all the health, safety and environment conditions as stipulated in this document. Guideline will be applicable on Contractor & Sub Contractors.

2. HSE POLICY & COMMITMENT

2.1 HSE POLICY





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 5 of 39

CONTRACTOR will acknowledge COMPANY commitment to
implementation and affirm that it has road to HSE

(Annexure- B)

CONTRACT
will acknowledge COMPANY commitment to
implementation and affirm that it has road to HSE

apply
to
the
Contract



Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services
Date of Release February, 2020
Page 5 of 39

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-CR 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-CR Requirements as stipulated in this document and such other requirements to which COMPANY subscribes to and which are applicable to the scope of work being 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, 39001 & OHSAS-18001 certified & gives prime importance to fulfill and implement the requirements of these standards through its own & contracted activities. Hence CONTRACTOR is expected to implement and comply with all requirements of these standards.

CONTRACTOR shall be responsible for assigning 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 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.

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.

In case of non-compliance by the CONTRACTOR / Sub Contractor and / or its failure to meet any of the conditions as laid in this document or in COMPANY Policies & Procedures during performance of any of the activity under the Contract, COMPANY can use its own and/or 3rd party resources for meeting such requirements and shall charge the cost of such services back to the CONTRACTOR.

CONTRACTOR shall develop and implement Management of Change Procedure for their activities.

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

2.3 Interface with the COMPANY

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

2.4 CONTRACTOR Organization

CONTRACTOR shall produce an organization chart in the form of a block diagram, which will indicate all the positions and functions including any external organizations (Sub vendor / sub-contractors) involved in carrying out the various activities covered by the Contract. It should also include the connections existing between the contractor's site organization and the head office. Hence shall provide the names and relevant professional profiles of the key positions.

2.4.1 CONTRACTOR Site In charge

The following responsibilities will be allocated to the CONTRACTOR Site In charge:

- Ensuring that HSE Policy and procedures are implemented;
- Should be aware of OHSAS 18001, ISO 14001 & ISO 39001
- Participate in Site HSE meetings and ensure that toolbox talks are regularly conducted;
- Identifying and communicating all hazards within contractor's area of responsibility;
- Ensuring safe execution of the work scope;
- Supervising personnel;
- Reporting personnel work hours;
- Reporting accidents/incidents to the COMPANY representative;
- Emergency Management and Response.

2.4.2 HSE Monitoring /Supervision





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services
Date of Release February, 2020
Page 7 of 39

When the team to be mobilized to execute the contract comprises of **less than 15 persons**, for each workplace, at least one (1) Resource shall be nominated and act as HSE focal point assuming all responsibilities otherwise assigned to the HSE Supervisor such as safety verifications, safety meetings, hazard identification and control, risk assessment and permit to work management (preparation and use).

For the execution of these contract when the total number of resources mobilized, for each workplace, is **equal or greater than 15 persons**; at least one (1) HSE Supervisor shall be considered as part of the team

2.4.3 HSE Trainings & Certifications

- a) **Focal Person:** In addition to the training and qualifications required to professionally perform their work and to being conversant with operations environment, shall also be formally trained and qualified in a number of HSE subjects (certified by subjects authorized to provide training in HSE matters), such as:
 - Hazard recognition & risk evaluation
 - Safety Supervision
 - Permit to Work
 - First Aid (Basic)
 - Work at Height
 - Control of Hazardous energy (LOTO)
 - Electrical Hazard (LT/HT Competent Person) – if one or more workers in the team carry out electrical activities
- b) **HSE Supervisor** shall be formally (certified by subjects authorized to provide training in HSE matters) trained and qualified in a number of following trainings would include but not limited to:
 - Hazard recognition & Risk evaluation;
 - Chemical Hazards and Safety Data Sheet
 - Electrical Hazard (LT/HT Competent Person)
 - Permit to Work
 - First Aid (Basic)
 - Work at Height
 - Control of Hazardous energy (LOTO)
 - Electrical Hazard (LT/HT Competent Person) – if one or more workers in the team carry out electrical activities

  
Recognized/accepted Training and Certificating Bodies





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 8 of 39

Training/Qualification	Recognized/accepted Certificating Body	Alternative Certificating Body
Hazard Recognition	IOSH or third party (also online or distance learning) affiliate to IOSH IADC or third party (also online or distance learning) affiliate to IADC	Any third party, also online or distance learning
Safety Supervision	IOSH or third party (also online or distance learning) affiliate to IOSH, OSHA Academy	Any third party, also online or distance learning
Chemical Hazards and Safety Data Sheet	Any third party (also online or distance learning) affiliate to COSHH	
Electrical Hazard	Competent Person: PES (Italy), H2B2 (France)	Any third party
Work at Height	Any third party (also online or distance learning)	
First Aid	OPITO or third party (also online or distance learning) affiliate to OPITO	Any third party, also online or distance learning, not affiliate to OPITO
Fire Fighting	OPITO or third party (also online or distance learning) affiliate to OPITO	Any third party, also online or distance learning, not affiliate to OPITO
Control of Hazardous energy (LOTO)	Any third party (also online or distance learning)	

3. PERSONNEL

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.



Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 9 of 39

In extreme cases when the contractor intend 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.

- **For Drivers:**

Contractor shall follow **Eni Land Transportation Manual / Eni logistics Management Procedure.**

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 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.

a) Awareness

CONTRACTOR shall be responsible for maintaining and enhancing the HSE awareness of all personnel including arranging Tool Box Talks (for travelling in desert & hilly areas, road conditions and community sensitive areas), short training courses and emergency drills. CONTRACTOR shall be required to maintain records and present whenever demanded by COMPANY during entire period of contract.

b) Trainings

All mandatory training should be conducted by accredited 3rd party training providing company and these trainings would include but not limited to:

1. Basic First aid Training
2. Basic Firefighting Training
3. Defensive Driving Training for all drivers and operators
4. Lifting Equipment Operation Training (If required)
5. And other professional trainings

Some well reputed training service providing companies/ institutes are enlisted for contractors' ease but CONTRACTOR is not bound to obtain the services only from.

1. Max-Train International
2. SGS Pakistan
3. AKUH

3.2.1 HSE Induction

CONTRACTOR shall ensure that all arrivals to the work site receives a comprehensive HSE induction briefing by COMPANY field HSE personnel immediately upon arrival at the



work site and before these new arrivals commence the work. The induction may include but not limited to activity associated hazards, emergency response procedure, accident/ incident reporting & investigation procedure, available facilities at site, permit to work system, environmental management (waste management, oil spill etc.)

3.2.2 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.

3.2.3 Basic First Aid

At each work site, CONTRACTOR shall ensure that at least **one** person for each **20** people has received training on First Aid & Casualty Handling techniques from accredited 3rd Party training providing company/ institute and is in possession of a valid certificate from a recognized company / institute.

CONTRACTOR shall be required to maintain the rotation of staff and ensure the availability of trained first aiders as per standard. CONTRACTOR shall provide the list of certified first aider along with their designations and their working areas.

The validity for first aid training certificate is **TWO** years. CONTRACTOR shall arrange refresher for first aiders every two years to ensure competency and validity of certificate. CONTRACTOR maintain the record and produce the same whenever demanded by COMPANY during the entire period of contract.

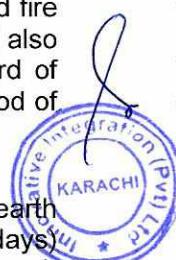
All drivers shall also be 3rd party trained first aiders. The validity of training certificate for drivers is **Three** years. CONTRACTORS shall arrange refresher every **Three** years for all drivers to ensure the competency and validity of certificate. CONTRACTOR shall maintain record and present whenever demanded by COMPANY during the entire period of contract.

3.2.4 Basic Fire Fighting

At each work site, CONTRACTOR shall ensure that at least **one** person for each **25** people has received training on Firefighting training from accredited 3rd party training providing company / institute and is in possession of a valid certificate from the same institute. CONTRACTOR shall be required to maintain the rotation of staff and ensure the availability of trained firefighters as per standard. CONTRACTOR shall provide the list of certified fire fighters along with their designations and their working areas. . CONTRACTOR shall also be required to arrange refresher as advised by COMPANY and maintain the record of training and produce the same whenever demanded by COMPANY during entire period of contract. All driver should also be 3rd party trained fir fighters.

3.2.5 Defensive Driving Training

CONTRACTOR shall ensure that all drivers/operators who drives any vehicle, earth moving equipment etc. undergo a formal 3rd Party training course on (at least 02 days) Defensive Driving before mobilization to site and refreshed every **three** years through accredited 3rd party training provider for drivers' / operators competency at





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services
Date of Release February, 2020
Page 11 of 39

CONTRACTORS' own cost. CONTRACTOR shall maintain its record and provide the same whenever demanded by COMPANY during entire period of contract.

No driver /operator will be allowed to drive vehicle / equipment after expiry of training certificate, contractor shall ensure the refresher for all driver/operators.

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.

4.1 During Pre-Tender Phase:

"Subcontractor HSE minimum requirements" as per **Annexure H**. Such obligations shall be reported in a dedicated Contract clause of the draft of the contract attached in the ITT/RDO and the aforesaid **Annexure I** (Declaration about subcontractor HSE requirements) duly signed by Bidder in tender phase shall be attached to the Contract.

4.2 During Post-Tender Phase:

As per **Annexure J**. "Contractor declaration about Subcontractor HSE requirements" during post-award phase contractor shall provide for each Subcontractor. As per **Annexure K**. "Subcontractor declaration about Subcontractor HSE requirements "post-award phase contractor shall provide for each Subcontractor.

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

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





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 12 of 39

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

All public holidays compensated as overtime / compensatory leave.

The staff working in rotational cycle for the performance of their duties will have such arrangement of cycle as to not exceed and / or violate the basic principle of compensation for extra daily / shift working hours and overstaying due to the rotational cycle.

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.

CONTRACTOR shall ensure that working hours for drivers are followed according to the Eni Logistics Management Procedure / Eni Land Transportation Manual.

5.2 Staff Rota System

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

5.3 Termination & Suspension

Any infringements by CONTRACTOR manpower identified by COMPANY of its HSE regulations and standards shall be investigated by COMPANY and recommended remedial action 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

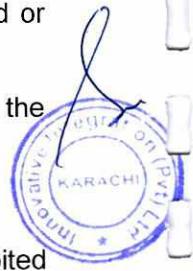
CONTRACTOR will acknowledge COMPANY'S firm commitment towards the implementation of Drugs & Alcohol policy (**Annexure-C**). CONTRACTOR shall affirm that it has read and understood COMPANY'S Drugs & Alcohol policy and shall abide by this policy during execution of job under this contract.

CONTRACTOR shall ensure its personnel do NOT, at any time, while traveling to or from, or at the work, have in their possession or under influence of any contraband or alcoholic liquor, drug or other intoxicating substances.

COMPANY reserves a right to subject all personnel deployed in the services of the COMPANY to drug test at any time without prior notice.

5.5 Weapons, Arms & Ammunition

All firearms, ammunitions, knives or any other type of weapon are completely prohibited from COMPANY'S all premises. This also applies to CONTRACTOR when they are on COMPANY'S Concession Area or have been developed for working under COMPANY'S contracts. Only security staff can keep arms as per COMPANY security policy.





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services
Date of Release February, 2020
Page 13 of 39

5.6 Pets

CONTRACTOR and sub- CONTRACTOR personnel shall not be allowed to keep pets or other animals in their camps and/or on their work sites and shall not indulge in any activity of game and hunting of animals in COMPANY'S Concession.

5.7 Audits & Inspections

COMPANY reserves the right to carry out HSE audits and inspections as necessary and CONTRACTOR will cooperate in those inspections / audits.

The following audits and inspections may be carried out by the COMPANY:

- Occupational Health, Safety & Environment Management System Audits
- Pre-mobilization inspection of support equipment including all equipment and facilities related to camping, logistics and transportation
- Site Clearance and restoration inspection after the completion of activity
- CONTRACTOR shall implement Eni HSE Golden rules.

5.8 Eni Health, Safety and Environment Golden Rules

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

HSE compliance to Eni Golden Rules will be monitored at least on monthly basis through e-GRUVIS project. A joint inspection (Company+ Contractor) will be carried out and level of compliance to Golden Rule related to the activity will be evaluated as per below given Scoring criteria:

- 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





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 14 of 39

10. Waste Management

11. Confined Space

12. Hydrogen Sulfide

6. KICK OFF & PRE MOB MEETING

A Kick-Off Meeting (KoM) will be held immediately after contract award and before the mobilization for execution of the contracted job. The meeting should be attended by Company and contractor management and project team.

- The topics to be covered in the kick-off meeting include:
- Any outstanding HSE issues and conditions of Contract Agreement
- Agreement on HSE performance targets and incentives
- Assessment of competence level of contractor personnel
- Assessment and agreement on contractor health and hygiene requirements
- Assessment of contractor's equipment specifications and its certifications
- Confirmation of the scope and schedule of all HSE planned activities, e.g. HSE meetings, inspections and communications, HSE Induction Plan, Training Plan, PPE etc.
- Contractor shall submit Hazard identification and Risk Assessment Procedure for review and approval
- Requirement for a Pre-mobilization audit of contractors equipment to be used during the contract
- Understanding by all parties about contract objectives and relevant HSE implications
- Confirmation of scope and schedule of the activities and relevant HSE issues
- Confirmation that roles, responsibilities and interfaces between contractor and Company have been clearly defined and understood

Contractor shall ensure in the meeting the participation of its project management staff responsible for supervision and performance of contracted scope of work both at office and site particularly the persons responsible for performance of HSE management of the contracted scope of work.

The Kick off Meeting session may also cover a joint Company and contractor(s) detailed Risk Assessment of the contracted scope of work. Company may arrange to conduct both kick-off meeting and Risk Assessment sessions separately or in one session.

The issues to be discussed in the Risk Assessment Session shall include but may not be limited to the following:

The risk assessment shall cover all the aspects / activities associated directly or indirectly with the contracted scope of work and will identify the potential risks / hazards involved in the job.

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



Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services
Date of Release February, 2020
Page 15 of 39

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

Minutes of this meeting with agreed action items will be given to all participants and action parties.

6.1 Hazard Identification & Risk Assessment

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

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

- Heat stress
- Electrocution
- Snakebites/ Scorpions
- Dehydration
- Work at height
- Falling hazards
- Tripping Hazards
- Waste Management
- Mobilization and Demobilization
- Interfaces of different companies with each other

7. PERSONAL PROTECTIVE EQUIPMENT

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

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

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

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

8. EQUIPMENT & TOOLS



CONTRACTOR shall carry out inspection of all equipment and tools by CONTRACTOR competent personal on pre-defined period (Monthly) considering the criticality & usage of equipment (or base on Risk Assessment) and place inspection tags with date and signature to ensure the fitness of equipment & tools used during execution of services. CONTRACTOR should maintain its record to define the next inspection date and present the record whenever demanded by COMPANY during entire period of contract. In case of any legal or other requirement CONTRACTOR shall be required arrange 3rd Party Certification of Equipment.

8.1 General

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

a) Electrical Equipment

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

9. JOURNEY MANAGEMENT & DRIVING

9.1 Journey Management Plan





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services
Date of Release February, 2020
Page 17 of 39

CONTRACTOR is required to establish and maintain a Journey Management Plan to ensure safe travel of all personnel and equipment. The components of the journey management system should be:

- Travel Management Policy
- Organization and Responsibilities
- Planning
- Risk Assessment
- Driver Standards
- Vehicle standards
- Implementation
- Monitoring

The travel management policy would define CONTRACTOR'S commitment to safe travel and ways and means to achieve this objective. The Travel Management Policy has the objective of:

- Reducing the number of travel-related accidents
- Minimizing the amount of risk exposure from traveling
- Specifying the organization for travel management
- Establishing criteria for the selection and use of different modes of transport
- Establishing criteria for persons in charge of different modes of transport
- Establishing safe working procedures for traveling

CONTRACTOR shall seek approval from COMPANY for its journey management plan before mobilizing at site.

Organization chart in the journey management plan should identify the responsibilities for specific aspects of travel management.

Risk assessment should be carried out against journey plan involving critical aspects of the journey e.g. drivers, vehicles, passengers, loads, environment, terrain, road, maintenance personnel, maintenance facilities and identify controls to be put in place for safe travel.

9.2 DRIVING

CONTRACTOR will acknowledge COMPANY'S firm commitment towards the implementation of Driving Policy (**Annexure - E**).

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

9.2.1 Driver Standards

The driver standards are to be identified and strictly enforced. As a minimum all drivers should have a valid Light / heavy-duty commercial license with three years' experience of working in remote field locations and difficult train like hilly & desert areas.

All drivers / operator should possess at least **three** years professional experience;

All drivers / operators must be trained first aiders and firefighters.





All drivers / operators must be medically fit.

CONTRACTOR shall ensure that all its drivers undergo training on defensive driving and safe transportation and Handling of goods by accredited 3rd party training providing company (as mentioned above in this document) at CONTRACTORS' own cost for certifying drivers' competency prior to mobilization at site and should submit such certification reports to COMPANY.

CONTRACTOR shall ensure that all of its drivers should be competent to drive a particular vehicle/ carrier on desert and should have the awareness on safe transportation and handling of goods.

Drivers should have skills to communicate their location, understand all common languages, knowledge about tyre pressure and surveillance techniques etc. COMPANY may carry out review of drivers' competency prior to mobilization.

Unauthorized usage /driving of vehicle / Equipment shall not be allowed.

9.3 VEHICLE STANDARDS

CONTRACTOR shall manage and maintain its vehicles fleet to the following minimum requirements:

- CONTRACTOR shall arrange 3rd party certification of all vehicles and equipment (Crane, fork lifter etc.) which are intended to be used for the performance of work under this contract at its own cost for the mechanical integrity and fit for purpose, evidences of certification should be shared with COMPANY prior to mobilization at site and record of such inspections must be maintained to ensure the validity of inspection certificates during entire period of contract.
- The vehicles without valid certification shall not be allowed to use.
- In case of any accident / damage to the vehicle / equipment, re-examination and certification shall be mandatory. Vehicle fitness / certification should be documented and record shall be maintained for next inspection within due date;
- All vehicles should be in good working condition and mechanically sound for use in specific terrains;
- All Vehicles should be double axel for movement in the terrain where single axel does not work, i. e Bhit & Badhra or hilly terrain
- Contractor should ensure that all forms of vehicle are correctly fitted with the appropriate safety equipment. At least one ABC type Fire Extinguisher (2Kg) for LTV and at least two ABC type Fire Extinguishers (2 & 6 Kg) for HTV along with updated /inspected first aid kit; florescent jacket, parking cone etc.
- All vehicles working inside the Plant & well locations shall be equipped with proper industry spark arrestor in line with the standard acceptable to COMPANY;
- All Vehicles shall be equipped with In-Vehicle Monitoring System (IVMS);





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services
Date of Release February, 2020
Page 19 of 39

- All Vehicles should be equipped with Antilock Braking System (ABS), Air Bags;
- All passenger vehicles should be equipped with VHF Radio for communication;
- Have rear-mounted reversing alarm, audible from 6 meters for LTV and 8 meters for HTV, automatically operates when reverse gear is selected;
- Have both way communication setups;
- All HTV, LTV vehicle should meet maximum aging criteria as per Eni Minimum Vehicle Requirements;
- In any case, alternative or complementary fueling systems using natural gas or GPL shall not be allowed, only diesel driven vehicles encouraged;
- Lifting equipment with valid 3rd party certification will only be used with color coding;
- A comprehensive inspection is to be performed on each vehicle before leaving to work site. Vehicles should be thoroughly checked for any Oil strains & leaks and mechanical integrity, tyre etc. on daily basis. Inspection records should be maintained and present when demanded during COMPANY audit & inspections.

Note: CONTRACTOR shall also follow Eni Land Transportation Manual for all (LTV& HTV) vehicles.

9.4 General Rules for All Journeys

In case if the Contract scope necessitate and/or involves the use of LTV & HTV vehicles, the following general rules should be followed for all journeys:

- Vehicle operations should take account of the journey management plan.
- Freight should only be carried on vehicles that are properly designed for the purpose.
- Vehicles should not be overloaded.
- Attention should be given to positioning of heavy or dense loads so as not to overload or damage any part of the vehicle or to affect its stability.
- CONTRACTOR should comply with government or other local regulations and restrictions including such aspects as route restrictions, requirements for police escort action in event of obstructions, etc.
- CONTRACTOR will acknowledge COMPANY'S firm commitment towards the implementation of Driving Policy (**Annexure - E**). CONTRACTOR shall affirm that it has read and understood COMPANY'S Driving policy and shall abide by this policy during execution of job under this contract.
- Driver shall not allow himself and others to smoke in the vehicle which is strictly prohibited (**Annexure - D**)
- Night Driving/traveling is strictly prohibited at eni Fields locations. In case of an emergency, night driving should be allowed with prior approval of Field Manager.

10. PERMIT TO WORK





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

- Hot jobs
- Cold jobs
- Confined space entries
- Working at heights
- Heavy lifts operation
- Electrical jobs
- All PTW forms shall follow a formal numbering/ registration system.
- All PTW form sections shall be properly filled in.
- All PTW forms shall be formally closed on time.

11. FALL PROTECTION

Proper scaffolds to be in place for work more than 2 meters height. CONTRACTOR'S competent person will inspect and approve the scaffolds prior to starting of the activity. Inspected Safety Harness Belts (Double Lanyard) should be used where required.

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

12. CAMP HSE REQUIREMENTS

CONTRACTOR should follow the standards and rules established by COMPANY.

13. ENVIRONMENTAL GUIDELINES

Eni Pakistan is an ISO 14001 certified and all CONTRACTORS are expected to buy in to our vision and life cycle philosophy on Environmental Management and work with us on achieving the goals. CONTRACTOR shall pay consideration to the environment by acting to preserve air, water, animal & plant life and proper waste management as per COMPANY Integrated Waste Management Procedure. Carcinogenic Material shall not be used at COMPANY Sites.

14. EMERGENCY RESPONSE PLAN & MEDEVAC

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.

14.1 Medevac & Contingency Planning

- In case of serious injury or illness Medevac by air may be arranged by COMPANY at the cost of CONTRACTOR;





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 21 of 39

- CONTRACTOR will arrange its own Medevac by surface transport with the advice of COMPANY doctor / representative.

15. INCIDENT/ACCIDENT INVESTIGATION & REPORTING

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

16. COMMUNITY RELATIONS GUIDELINES

16.1 Eni CR Policy

Being a socially responsible corporate entity, Eni Pakistan believes the local community is an important stakeholder. Maintaining peaceful and congenial relations with communities is fundamental to its social commitment. It seeks to improve the quality of life of the people through not only by promoting the facilities of basic health care and education services but also to build their capacities in socio-economic perspective. Eni Pakistan envisions of being good neighbor, caring employer and valued partner. Towards this end, eni Pakistan requires its employees and that of its contractors to remain adhered to the following guiding principles while executing any activity in any Exploration, Development and Production Lease and/ or for that matter happens to be near any community settlement in any area of operation:

- All the personnel involved in any business activity or otherwise shall respect local culture and traditions.
- All the personnel shall behave ethically and shall not indulge in any activity or demonstrate any behavior that intend to harm or likely to harm the social norms and traditions of local communities.
- The activities shall avoid causing any damage to any local property and its environment.
- To treat local communities preferentially when procuring manpower, materials and ancillary services.
- Strong emphasis should be on sustainable development, to bring lasting benefits and opportunities to communities.

16.2 Community Relations Management

- CONTRACTOR shall be responsible to handle community issues related to its scope of work.





- CONTRACTOR shall not claim compensation for idle time for any purpose/stoppages caused to its operations due to community issues related to contractor

16.3 Land Usage Guidelines

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

16.4 Compliance and Commitment

- CONTRACTOR shall comply with all relevant labor laws of the country and follow fair labor practices
- CONTRACTOR must ensure that the salaries & dues of all employees especially the local one are paid fairly and equitably and in line with other national employees' wages working in the same project and as per the practice of other E&P companies' CONTRACTORS.
- CONTRACTOR shall ensure that all the wages/salaries of all local employees are paid well within the time and/or before completion of the work at particular site of work.
- CONTRACTOR must ensure that all the dues of all local vendors, sub-CONTRACTORS suppliers etc are paid fairly and equitably well within the time agreed with them and/or before completion of the work at the particular site of work
- CONTRACTOR must ensure that all norms and standards required to Eni Pakistan are being practiced in provision of food, PPE and work timings of the local employees and to ensure that justice and equity is being practiced while provision of the above to the employees hired from local community
- CONTRACTOR shall eliminate and/or minimize, in consultation with COMPANY **Field CR Representative**, the impact of any damage to local property and the environment and all necessary measures shall be taken to minimize the impact on the community
- CONTRACTOR shall compensate, in consultation with **Field CR Representative**, any economic displacement or disturbance caused to any local individual or community due to their activities and all necessary measures shall be taken to eliminate and/or minimize the impact of that displacement / disturbance on the community
- CONTRACTOR shall ensure that disputes of claims from community are settled amicably in a timely manner and before completion of contract in consultation with Eni Pakistan **Field CR Representative**
- CONTRACTOR shall be required to fulfill all its liabilities and commitments with regards to the matters related to community before demobilization



Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 23 of 39

- CONTRACTOR shall be required to execute in black & white all such agreements between itself and community vis-à-vis the use of land, the acquisition of quarries, acquisition of any property, material equipment, machinery, all types of vehicles, and such other things which have directly or indirectly been acquired from local community for the execution of the contracted work or for that matter anything committed with community must be documented
- CONTRACTOR shall be required to produce the copies of all the agreements, which are required to be executed between itself and the community and have been specified in this document as such, to **Field CR Representative** at site
- CONTRACTOR shall ensure that they (and/or their sub-CONTRACTOR) cause no damage to the local environment, water-ways (flowing or dry), foot-paths, roads, animal life, standing crops/trees, etc. If any accidental or incidental damage is caused to then such damage shall be immediately repaired and any disturbance occurred should be amicably and reasonably compensated, with the consultation of eni Pakistan **Field CR Representative**
- CONTRACTOR (and/or their sub-CONTRACTOR) shall ensure compensation of local communities in case of oil spill accident
- CONTRACTOR should not unnecessarily raise expectations of community, which may cause unreasonable and excessive demands from CONTRACTOR and/or eni Pakistan by the community
- CONTRACTOR shall be required to restore all the sites/land used on temporary basis for camp establishment/stock pile area/ware house, storage area and any other purpose for the contracted scope of work or as otherwise advised by the COMPANY to this effect and shall seek the clearance certificate from landowner suggesting that his land had been restored to his satisfaction
- Preference shall be given to local communities while procuring manpower and ancillary services, materials and other kinds of consumables, subject to competitive rates with local market, are available in local markets, etc
- CONTRACTOR shall arrange community relations induction to all of its work force before mobilizing into field or site of activity especially to personnel who will interact with the local communities. Support may be provided by eni Pakistan site **Field CR Representative** to arrange and impart to particular people briefings on social context
- CONTRACTOR shall be required to report to **Field CR Representative** in daily reports all types of incidents, negotiations, dealings or any other development with regards to the local community have been occurred as a consequence of the project activity or otherwise and have direct or indirect linkage with project and that can impact or likely to impact or jeopardize the activity of project or the COMPANY'S in long term interest



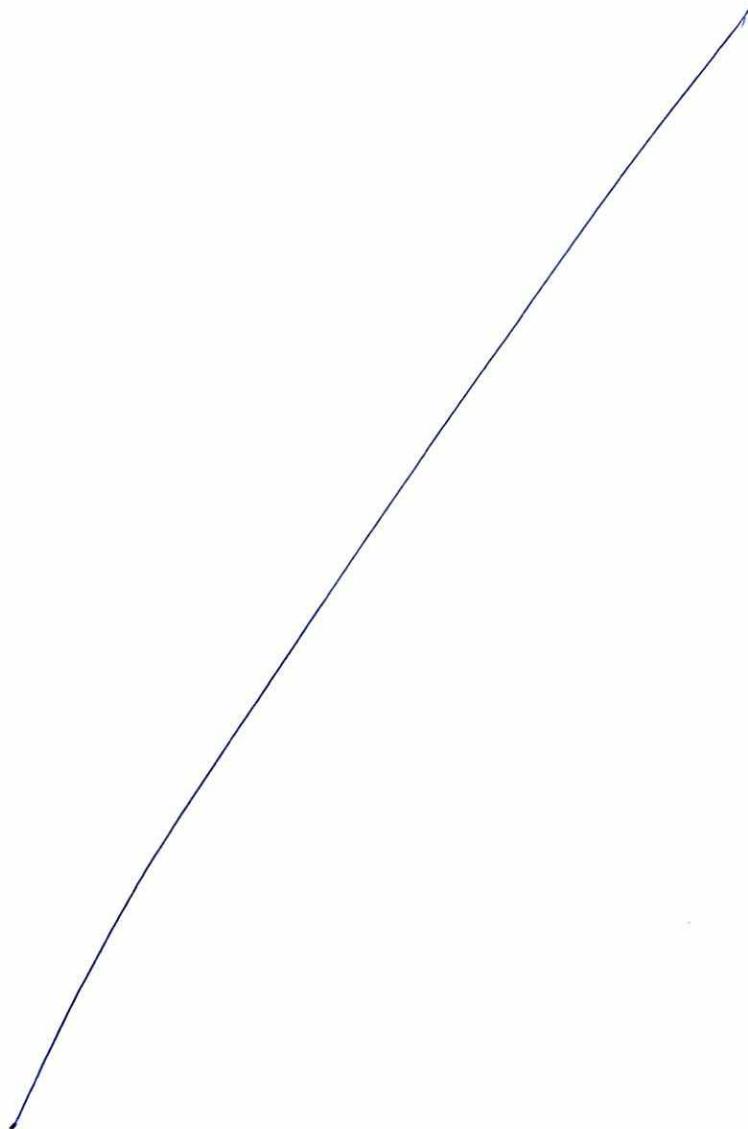


Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 24 of 39



The copy, once printed out, becomes an uncontrolled document; before using it, please verify the revision status of the document.



Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 25 of 39

Annexure - A



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;

H S E 9 9 - C R - I N - P L - 0 0 9 - 0 2





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 26 of 39



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.

H | S | E | 9 | 9 | - | C | R | - | I | N | - | P | L | - | 0 | 0 | 9 | - | 0 | 2

[Signature]

[Signature]





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services
Date of Release February, 2020
Page 27 of 39



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

Enrico Trovato
Managing Director
February 2020

H	S	E	9	9	-	C	R	-	I	N	-	P	L	-	0	0	9	-	0	2
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 28 of 39

Annexure- B

**Eni
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 those 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 11, 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.

Enrico Trovato
Managing Director
February 2020

II	-	L	9	9		R	-	I	N		P	L	-	D		D	-	D	0	2
----	---	---	---	---	--	---	---	---	---	--	---	---	---	---	--	---	---	---	---	---





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 29 of 39

Annexure- C



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 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.

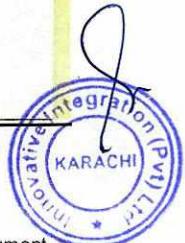
This policy applies to all employees, contractors and visitors, while they are present on the Company premises. Eni Pakistan shall provide procedures and guidelines for handling alcohol and drugs related incidents.

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

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


Enrico Trovato
Managing Director
February 2020

| H | S | E | 0 | 1 | | C | R - I N - P | L - D | O | 1 | - | D | O | 7 |





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 30 of 39

Annexure- D



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 of all 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.

Enrico Trovato
Managing Director
February 2020

[H S E 0 1] - [C R 2] - [I N] - [P L] - [0 0 3] - [0 5]





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 31 of 39

Annexure-E



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 19 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 max 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.

Enrico Trovato
Managing Director

February 2020

H | S | E | 9 | 9 | - | C | R | - | I | N | P | L | 0 | 0 | 2 | - | 0 | 6



Annexure-F



Eni Pakistan Limited

HIV / AIDS POLICY

Eni Pakistan recognises 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


Enrico Trovato
Managing Director
February 2020

1 | I | S | E | C | 1 | C | R | I | N | P | L | 0 | 0 | 2 | - | 0 | 5 |


*Eni Pakistan Limited
KARACHI
PAKISTAN*





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services

Date of Release February, 2020

Page 33 of 39

Annexure-G



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.


Enrico Trovato
Managing Director
February 2020

H	S	E	9	9	C	R	I	N	P	L	-	0	0	4	-	0	7
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---



Annexure- H

Subcontractor HSE minimum requirements

List of HSE on/off Requirements	Description of the requirement
Documentation of the Risk Assessment	Subcontractor shall develop a specific Risk Assessment dedicated to the activities to be carried out as well as work/environmental/social conditions present during the execution of the contract
Draft of the HSE Plan relevant to contract activities	Subcontractor shall develop an HSE Plan related to the activities to be carried out as well as work/environmental/social present during the execution of the contract
Contract/SOW HSE Organization	Subcontractor shall define an organizational structure related to the activities to be carried out as well as work/environmental/social conditions present during the execution of the contract
HSE Personnel Competences (qualifications and training)	Subcontractor shall provide evidences of competences and qualifications of all HSE personnel (Managers, Coordinators, Superintendents, Supervisors, Technicians) that will be employed/deployed for the execution of the contract, as per HSE service specific requirements in the contract n°
Discipline/Trade Supervisors/Coordinators Competences (qualifications and training)	Subcontractor shall provide evidences of competences and qualifications of all Technical / Trade persons such as Coordinators, Superintendents, Supervisors, Technicians, as per HSE service specific requirements in the contract n°
Personnel Protective Equipment (PPE)	Subcontractor shall provide list of PPE intended to be used during execution of the contract along with relevant certification standards of listed PPE as per HSE service specific requirements in the contract n°
Vehicles	Subcontractor shall provide list of vehicles intended to be used for the execution of the contract (cars, trucks, ATVs, SUV, cranes, forklifts, man-lifts, etc.) along with relevant technical certifications in compliance with HSE service specific requirements in the contract n° ...

Without prejudice of any other consequence set forth in the Contract, the non-observance of only one of the above requirements will not allow the approval of the Subcontractor by the Company



Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services
Date of Release February, 2020
Page 35 of 39

Annexure-I

[on bidder's letterhead]

[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"). Contractor's declaration about its Subcontractor compliance with HSE requirements Workplace:

The undersigned....., 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 the companies to be identified as Subcontractors (as defined in the draft of the Contract attached to the ITT, to be considered as integral part of the ITT set of documents) for the execution of the activities covered by the contract(s) to be awarded following the Tender have been and/or are going to be selected taking into account that Subcontractors shall respect the minimum HSE requirements set forth in "Annex HSE2 - Subcontractor HSE minimum requirements" duly signed and attached to this declaration, of which it shall be considered as integral part;
- (ii) to be aware that in case of lack of this declaration the Bidder will be excluded from the Tender;
- (iii) that in case of award of the contract(s), the Bidder, on its behalf and/or on behalf of its Subcontractors, is engaged and engage its Subcontractors to sign and submit a bona fide declaration on point (i) above at the time of the request for authorization of Subcontractors

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

Annexes:

- "Annex HSE2 - Subcontractor HSE minimum requirements"
- ID card/passport of the person who sign the declaration

Template of "Contractor declaration about Subcontractor HSE requirements



Annexure- J

Contractor declaration about Subcontractor HSE requirements post award

[on Contractor's letterhead]

[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 its Subcontractor(s) compliance with HSE requirements Workplace:

The undersigned....., legal representative of, as contractor of the Contract (the "Contractor"), 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 Contractor, hereby

DECLARES

under his own responsibility that the company (Subcontractor legal entity) identified as Subcontractor (as defined in the Contract) for the execution of the activities covered by the Contract respect the minimum HSE requirements set forth in "Annex HSE2 - Subcontractor HSE minimum requirements" duly signed and attached to this declaration, of which it shall be considered as integral part.

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



Annexes:

- "Annex HSE2 - Subcontractor HSE minimum requirements"
- ID card/passport of the person who sign the declaration



Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services
Date of Release February, 2020
Page 37 of 39

Annexure- K

Template of “Subcontractor declaration about Subcontractor HSE requirements post award”

[on Subcontractor letterhead]

[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. Contract No. (the "Contract"). Subcontractor declaration about its compliance with HSE requirements Workplace:

The undersigned....., legal
representative of, as
Subcontractor ofin the Contract

DECLARERES

under his own responsibility that the company who legally represent respect the minimum HSE requirements set forth in "Annex HSE2 - Subcontractor HSE minimum requirements" duly signed and attached to this declaration, of which it shall be considered as integral part.

The Subcontractor

Annexes:

- "Annex HSE2 - Subcontractor HSE minimum requirements"
- ID card/passport of the person who sign the declaration



Annexure- L

INFORMATION / DOCUMENTS REQUIREMENTS

a) Bidding Stage

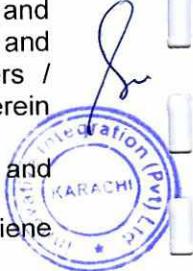
All bidders should supply enough information to enable the COMPANY to objectively evaluate their commitment to adhere to and comply with COMPANY HSE standards and guidelines. The information shall include but not limited to the following:

Standard Documents:

1. CONTRACTOR'S organization chart with details of key personnel
2. CONTRACTOR'S HSE Policy
3. CONTRACTOR'S HSE Procedures according to SOW
4. CONTRACTOR'S Environment Management Procedures according to scope of work
5. CONTRACTOR'S ISO 45001 Certification (provide certificate copy If company certified)
6. CONTRACTOR'S OHSAS 18001 / ISO 45001 Certification (provide certificate copy If company certified)
7. CONTRACTOR'S Statistics of Last Three Years (LTI /TRIR)
8. CONTRACTOR'S Risk Assessment Procedure
9. Draft Risk Assessment according to SOW
10. CONTRACTOR'S HSE and trade supervisor Personnel qualification and HSE training record. (Share CVs and training certificates of HSE persons and supervisors)
11. CONTRACTOR'S PPEs Procedure and inventory management according to SOW (Required approved signed copies)

Commitments:

1. All bidders shall provide confirmation in writing for complying to and meeting all COMPANY HSE-CR Requirements including carrying out prescribed annual medical screening tests for their staff, 3rd party fitness certificates of Vehicles and equipment, certification of generators, distribution boxes, main switches and distribution network, Power tools. 3rd party training and fitness of drivers / operators and all those conditions and requirements which are stipulated herein in this document
2. All bidders shall confirm for complying to all COMPANY HSE & CR policies and procedures applicable to this Contract
3. All bidders should commit that they will comply with HSE and Industrial hygiene provisions of local, provincial & national laws
4. Abide COMPANY policy regarding Alcohol & Narcotics and Weapons, Arms & Ammunition





Eni Pakistan Limited

HSE-CR Guidelines for ICT Support Services
Date of Release February, 2020
Page 39 of 39

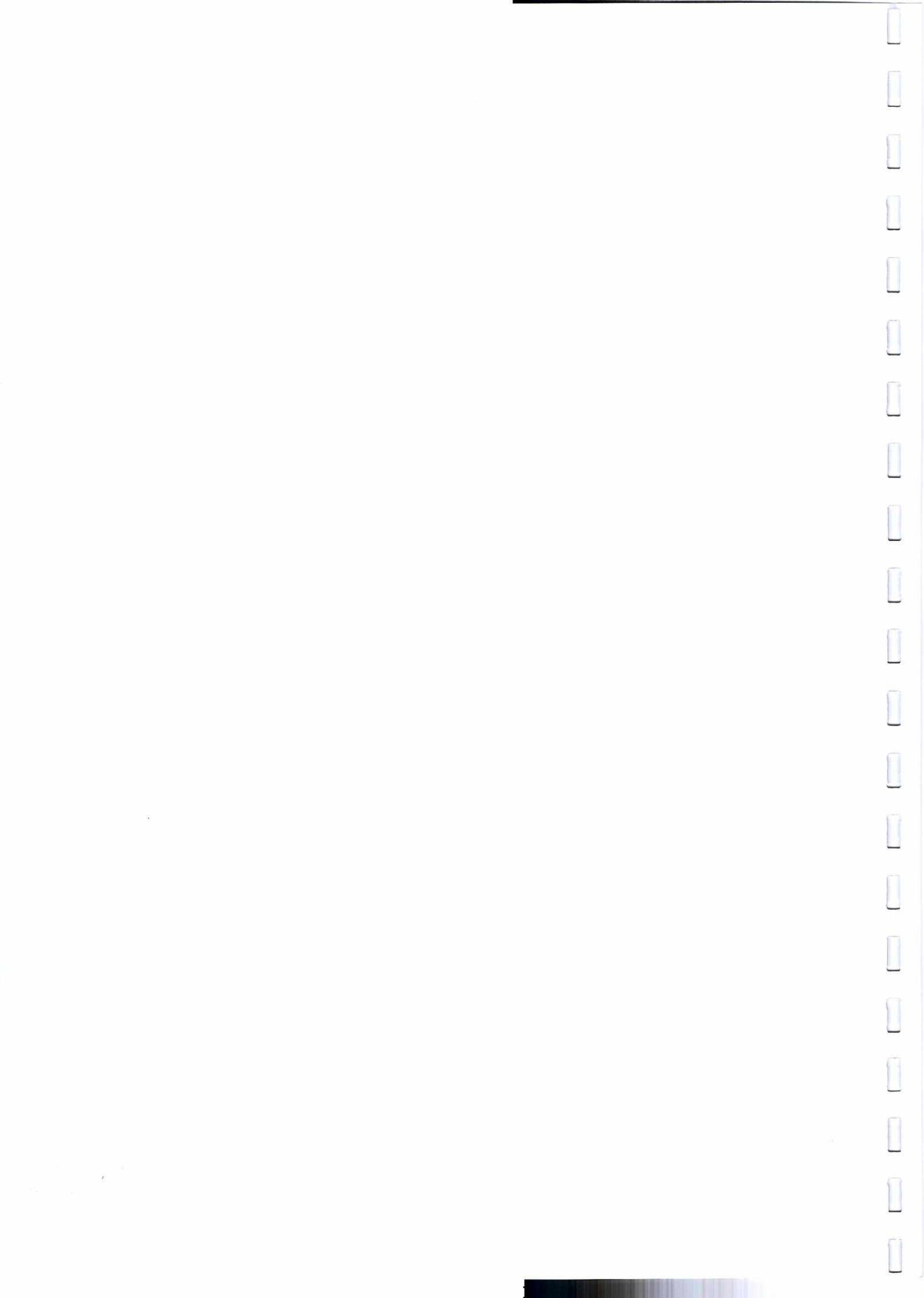
b) Requirements on Contract Award

1. CONTRACTOR to prepare all agreed Procedures before initiating any physical activity.

c) Requirements during Execution of Work

1. CONTRACTOR shall report all accidents and incidents to the COMPANY.
2. CONTRACTOR will be expected to implement their HSE Procedure (approved by the COMPANY) and all agreed HSE-CR Requirements and Guidelines provided by COMPANY
3. CONTRACTOR shall submit a detailed report of its Person On-board on daily basis to COMPANY Representative
4. CONTRACTOR shall be responsible for holding HSE meetings on a regular basis including environmental issues. Copies of minutes of CONTRACTOR'S HSE meetings shall be regularly sent to COMPANY'S HSE & CR Manager
5. Contractor shall be responsible to provide the all information which COMPANY required during the entire execution period of contract.







eni Pakistan Limited

SECURITY GUIDELINES

ISO14001
BUREAU VERITAS
Certification



QHSE AS 9001
BUREAU VERITAS
Certification



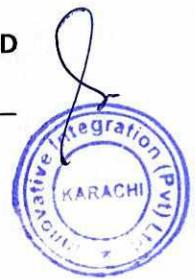
PROVISION FOR ICT HARDWARE PURCHASE OF NEW STORAGE

(MAY 2020)

ACTIVITY	NAME	DESIGNATION	DATE	SIGNATURE
Prepared By	Muhammad Musa	Sr. Security Coordinator	May 2020	
Reviewed and Approved By	Raja M. Ashraf	Security Manager	May 2020	

S E C O 3 - H O - I N - G D - 5 7 1 - 0 0

eni PAKISTAN LIMITED



1.0 INTRODUCTION

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

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

2.0 SCOPE

These security guidelines have been prepared for use of all CONTRACTORs, SUB - CONTRACTORs or VENDORs who will access and/or work at COMPANY's Location (s) in connection with provision for ICT Hardware Purchase of New Storage.

3.0 APPLICABILITY

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

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

4.0 DEFINITIONS AND TERMS OF REFERENCE

COMPANY

eni Pakistan Limited

CONTRACTOR

CONTRACTOR, SUB - CONTRACTOR and VENDOR

Physical Security

Physical security is the protection of personnel, assets and property from physical circumstances and events that could cause serious loss or damage to an enterprise.

Security

Security is the condition of being protected against danger or loss.

Security Risk

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

Shall

Mandatory

Should

Recommended





5.0 GENERAL THREAT STATEMENT

5.1. KARACHI

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

Karachi being a metropolis capital of Pakistan is being confronted with numerous law and order issues. A glaring one is street crime which has shown a constant increasing trend over past few years. The major ones amongst them are the vehicle and cell phone snatching. It is relevant to mention that a number of individuals have been killed/injured while resisting armed bandits. The major factor contributing to the growing street crimes is an easy access to weapons.

All developing societies confront the problem of accommodating a variety of groups that owe allegiance to ideologically conflicting views and Pakistan is no exception.

5.2. eni KARACHI OFFICE

eni Karachi office is located on entire fifth level and one quarter of the sixth floor of The Forum Building, Clifton, District South, Karachi. The Forum is a seven storey office building cum shopping mall located in the posh Clifton area, and is one of the popular shopping centers visited by the elite of Karachi.

This seven storey building hosts a significant number of multinational and local companies, with a shopping mall/supermarket and restaurant on the ground floor. Separate entry/egress to the mall area and offices are manned by armed security guards (contracted by Forum Management) at the reception areas, while Forum security personnel patrol the internal mall area to deter shoplifters and eve teasers. Additional deterrents are a walk through metal detection gate/scanners and VHF hand held radios, while the car park areas (basement and mezzanine levels) are manned by barriers and armed guards and sniffer dogs.

The overall Security of Forum building lies with its management; however COMPANY's manpower security CONTRACTOR's supervisors/guards have been placed at Karachi Office for looking after its integral security.

6.0 COMPANY SECURITY POLICY

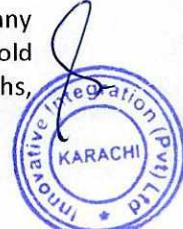
The COMPANY's security policy is to provide a safe working environment to all its personnel. Protect and secure COMPANY assets, and provide handy security guidelines to all CONTRACTORS who work with or provide services to the COMPANY.

7.0 SECURITY OF CONTRACTORS

The security of CONTRACTOR (S) and his SUB CONTRACTOR (S) personnel, material and equipment or any other personnel working on behalf of the CONTRACTOR (S) during the performance of all works and services (within the COMPANY's office premises and other areas) for the COMPANY shall be the sole responsibility of the COMPANY.

CONTRACTOR (S) shall assume and ensure that he/they abide by the COMPANY's safety and security measures and for this purpose shall develop appropriate guidelines and work rules.

COMPANY assumes no liability, whether expressed or implied, for the safety and security of any personnel and/or material and equipment. Furthermore, CONTRACTOR agrees to indemnify and hold COMPANY harmless from and defend the COMPANY group against any, and all injuries, deaths,



damages, claims, losses, actions, arising out of or related to any alleged breach or lapse of these security and safety guidelines.

CONTRACTORs as well as their SUB CONTRACTOR (S) employees of all categories should comply with these guidelines and work rules.

The COMPANY reserves its right to monitor the CONTRACTOR (S) in the manner and to the extent it deems necessary. Regular inspections shall be made to verify compliance.

8.0 HANDLING OF WORK ISSUES RELATED TO SECURITY

During the contract period, the CONTRACTOR (S) may come across following WORK ISSUES, which may be varied, added to and / or amended as mutually agreed between the COMPANY and the CONTRACTOR (S):

- Protection of all CONTRACTOR Group (as defined in the master Agreement) Property and Personnel
- Interaction with all CONTRACTOR's Employees and Locals
- Sub CONTRACTOR Employees
- Parking
- Confidentiality
- Identification
- Criminal Incidents
- Accessibility to Sensitive Areas

All safety and security issues related to each of the aforesaid WORK ISSUES shall be the sole responsibility of the CONTRACTOR (S) for the entire duration of the Contract Term (as defined in the Master Agreement).

9.0 SECURITY COMPLIANCE

Under the security supervision of COMPANY's contracted security manpower, routine activities by the CONTRACTOR (S) at the office premises shall be done in such a manner as to allow for maximum security of the office facilities.

The CONTRACTOR (S) and his/their employees must abide by the COMPANY'S security and the FORUM building management and security rules and regulations such as physical body search, walk through gate check, material check, Smart Access Control observance, work permission passes, gate passes etc. while entering and leaving the premises.

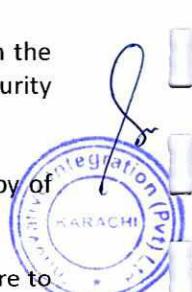
10.0 PRE - OPERATION SECURITY GUIDELINES FOR CONTRACTOR (S)

The CONTRACTOR (S) personnel will be visiting the COMPANY Office location at Karachi, for which the COMPANY has stringent security checks (manpower and electronic) along with corporate security procedures.

The CONTRACTOR'S staff must be security cleared through the respective police station and a copy of their security clearance must be provided at the time of finalizing the contract.

The CONTRACTOR (S) staff under COMPANY's security advice and supervision must agree and ensure to take proper measures to protect the area they are working from pilferage etc.

The CONTRACTOR (S) when employing staff must ensure that they have a credible background with no affiliation with some militant group and criminal background.



The CONTRACTOR and its SUB CONTRACTORS must not create security hazards for the COMPANY.

CONTRACTOR (s) shall avoid creating any conditions or situations directly or indirectly and shall ensure its SUB-CONTRACTORS or any personnel it employs as trainers and / or helpers do not create any such conditions or situations which cause disruption or disturbance.

All the CONTRACTOR's personnel working at the project are required to abide by the security policies and procedures laid down by the COMPANY.

CONTRACTORS (S) and his/their staff of all categories are required to comply with these guidelines and work rules.

11.0 VISITORS

It must be understood by the CONTRACTOR (S) that the entry of personnel extraneous to operations is not allowed into the COMPANY premises. However, whenever unavoidable, CONTRACTOR (S) shall take the COMPANY Security Dept onboard and ensure that visitors to their premises are supervised with proper registration at the security reception for Smart Access Control passage. No visitor (s) will be allowed to come in or go out alone; rather, the visitor (s) shall be accompanied by the host.

12.0 SECURITY INDUCTION

CONTRACTOR shall ensure that all new arrivals to the work site receive a comprehensive security induction and briefing by the COMPANY Security Dept. The visitor or new arrival shall only commence their work after having undergone the security induction.

13.0 IDENTIFICATION

All employees of CONTRACTOR (S) assigned to perform duties specifically associated with contractual agreements at the COMPANY site shall be identified by wearing authenticated photo identification ID badge issued by the CONTRACTOR (S). The identification side of the badge must be visible at all times while performing duties at the work site. COMPANY Security Dept shall regularly check CONTRACTOR (S) employees for their identification. **Absence of same will be treated as non-compliance with the rules and regulations, thus preventing entry to and work on the premises.**

CONTRACTOR (S) shall ensure that all CONTRACTOR (S) and SUB-CONTRACTOR (S) employees understand the policy and that badges are worn at all times by all employees. Upon completion of their respective tasks, CONTRACTOR (S) should ensure that the badges are retrieved.

14.0 PROTECTION OF PROPERTY

The CONTRACTOR (S), under the COMPANY security advice and supervision, must agree to take full and proper measures to protect its work area from pilferage. Undesirable / unauthorized elements shall not be allowed to enter within or around the work area.

15.0 LOSS AND DAMAGE TO PERSONNEL / PROPERTY

The CONTRACTOR (S) and his/their SUB-CONTRACTOR (S) shall be held liable for all damage (s) to personnel and property and / or loss as a result of negligence to adhere to the security guidelines or non-acceptance to the COMPANY's standards or procedures.

16.0 CONTRACTOR EMPLOYEES CONDUCT

The CONTRACTOR (S) shall ensure that their employees conduct themselves in a proper manner while on the premises. Gestures, remarks or anything else of a derogatory nature shall be sufficient cause for



the permanent removal of such person (s) from the premises. The COMPANY shall have a right to instruct the CONTRACTOR (S) to remove such person at any time.

17.0 CONFIDENTIALITY

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

18.0 CRIMINAL INCIDENTS

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

In the event of a crime/emergency/theft, once Law Enforcement Agencies have been notified, it is the responsibility of the CONTRACTOR (S) and his/their employees involved to contact the KARACHI CONTROL ROOM and report the same. In addition, it remains the responsibility of the CONTRACTOR (S) and his/their employees who are victims of, or witnesses to, any criminal action, emergency, or theft, to contact and to report the incident in a timely manner to the security.

19.0 FIREARMS POLICY

Possession, storage, or use of any kind of ammunitions, firearms, and explosives by CONTRACTOR'S employees on the COMPANY premises is strictly prohibited. Appropriate sanctions / disciplinary action for violations of this policy shall apply.

20.0 USE OF DRUGS

The possession or consumption of intoxicating drinks, drugs, powder, (Alcohol, Charas, opium etc) is forbidden on COMPANY premises, persons involved in violation of this instruction are liable for disciplinary action against them.

21.0 INQUIRIES AND INVESTIGATIONS

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

If CONTRACTOR (S) does/do not implement remedial action (s) within agreed terms, COMPANY has the right to stop the contract forthwith.

22.0 FURTHER INFORMATION

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

23.0 EMERGENCY CONTACT NUMBERS

The COMPANY's emergency contact numbers are given at **Appendix 1**.

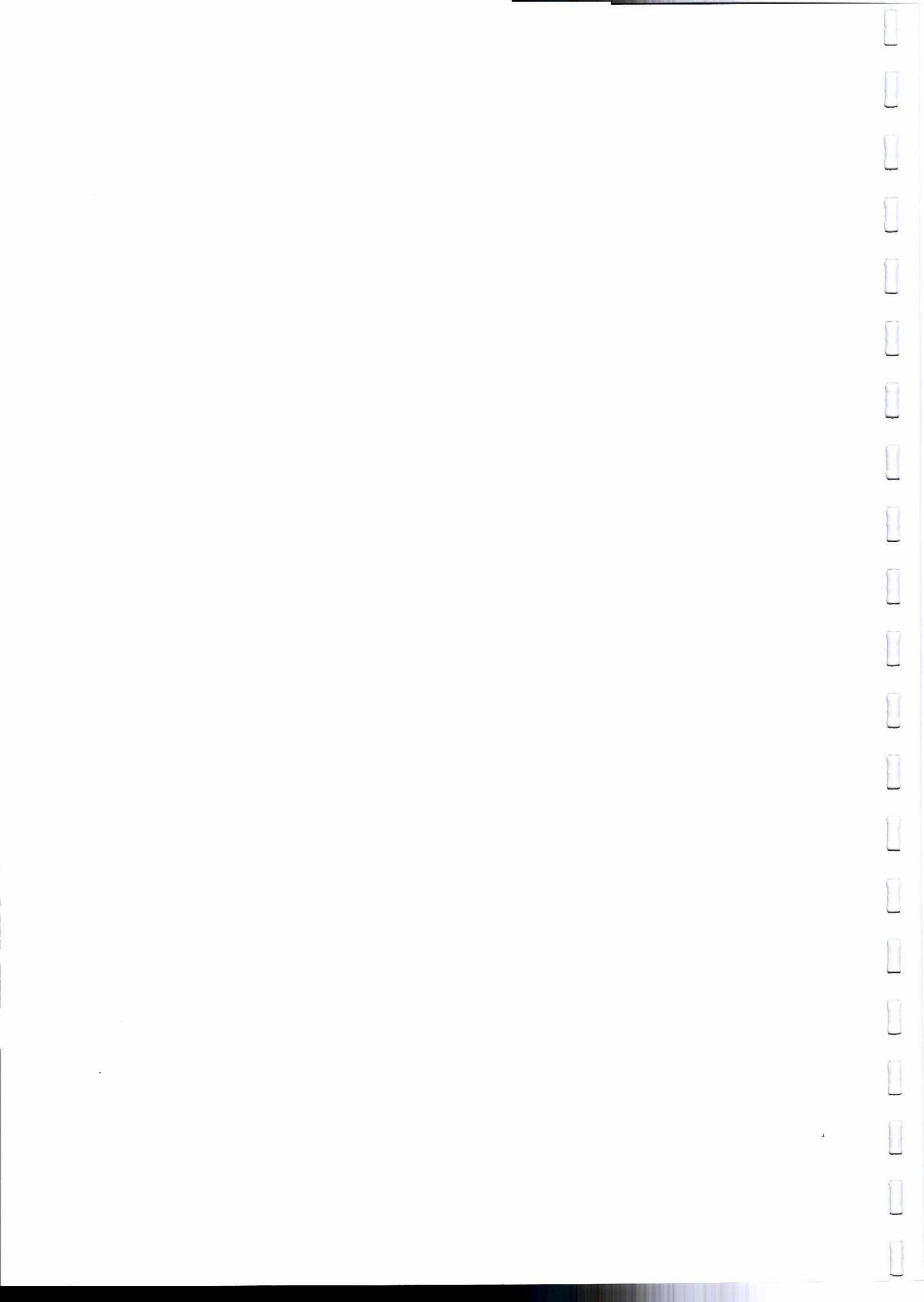


APPENDIX – 1

COMPANY EMERGENCY CONTACT NUMBERS

Name and Designation	Office / Res	Mobile
Major (R) Raja Muhammad Ashraf Security Manager	+92 21 35828138	+92 333 4900338
Capt (R) Musa Changazi Sr. Security Coordinator	+92 21 35828170	+92 333 4900332
eni Karachi - 24 hours	+92 21 35879951	-
Karachi Control Room - 24 hours	+92 21 35838401	+92 333 4900444
eni Security Monitoring Room – 24 hours	-	+92 333 4900335







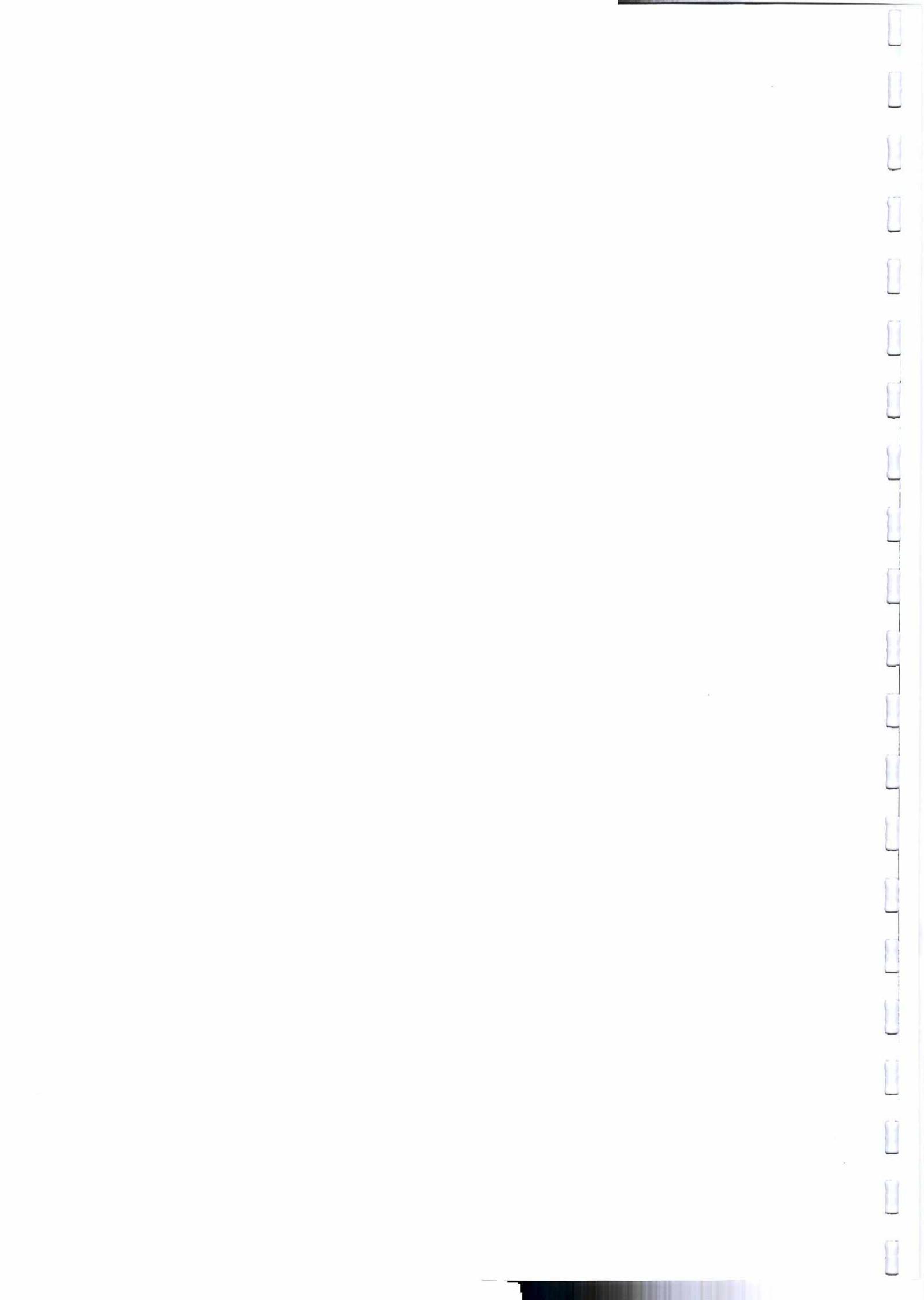
Eni Pakistan Limited

OH&MS GUIDELINES FOR ICT HARDWARE PURCHASE OF NEW STORAGE AT ALL Eni PAKISTAN LOCATIONS

Activity	Name	Designation	Date	Signature
Prepared by	Dr Henna Qahir	Sr. OH&MS Officer	19-5-2020	
Reviewed by	Dr S.K.Haris	OHH&MS Coordinator	19-5-2020	
Approved by	Salman Bin Masood	HR&O Manager	20-5-2020	

H R O 5 3 - O H - I N - G D - 0 5 3 - 0 0







CONTENTS

1. INTRODUCTION.....	3
2. HSE POLICY AND COMMITMENT.....	4
3. PERSONNEL.....	5
4. LEGAL AND OTHER REQUIREMENTS	8
5. OHH&MS PLAN	10
6. OCCUPATIONAL HEALTH AND HYGIENE.....	11
7. EMERGENCY PREPAREDNESS AND MEDICAL EVACUATION	12
8. OHH&MS REPORTING	12
9. KICK OFF MEETING & PRE – MOBLIZATION OHH&MS WORKSHOP	13

ANNEXES

Annexure: A. Eni Pakistan HSE Disciplinary Policy	15
Annexure: B. Medical History Form.....	18
Annexure: C. Eni Pakistan HSE Policy.....	26
Annexure: D. Eni Pakistan Drug & Alcohol Policy	27
Annexure: E. Eni Pakistan No Smoking Policy	28
Annexure: F. Eni Pakistan Driving Policy	29
Annexure: G. Eni Pakistan HIV Policy	30
Annexure: H. Eni Pakistan Sustainability Policy	31
Annexure: I. Medical Screening & Fitness Card	32
Annexure: J. Information / Documents Required.....	33





1. Introduction.

This document shall be issued as part of Letter of Invitation to Open Contract for ICT hardware purchase of Storage as per provided scope of work at Eni Pakistan Locations.

It sets out the requirements for OHH&MS 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 OHH&MS Standards. It does not absolve the bidders from their own Health 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 OHH&MS 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 OHH&MS 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 OHH&MS Management System against any of the conditions of this document, shall be awarded negative grading during OHH&MS evaluation of their bids which may result into disqualification of their bids / proposals.

COMPANY gives prime importance to OHH&MS performance of its operations and expects same during execution of the service by the CONTRACTOR. In order to ensure excellence in the OHH&MS performance under this Contract, COMPANY expects the CONTRACTOR to maintain a robust Health Management system fulfilling all the OHH&MS conditions as stipulated in this document. Guidelines will be applicable on contractor & subcontractors.

1.2 Abbreviations

OHH&MS	Occupational Health Hygiene & Medical Support
TBT	Tool Box Talk
HSE	Health Safety & Environment
ECG	Electro Cardio Gram
ETT	Exercise Tolerance Test
CBC & ESR	Complete Blood Count & Erythrocytes Sedimentation Rate
LFTs	Liver Function Tests
MERP	Medical Emergency Response Plan
OHSAS	Occupational Health & Safety Assessment Series
ISO	International Organization for Standardization





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-C**) 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 Health and affirm that it has written HSE Policy of its own duly signed by its top management and that its HSE policy is widely communicated and understood among its employees and sub-contractors.

2.2 Responsibility for OHH&MS Compliance.

CONTRACTOR shall be responsible, through its own organization and its sub-CONTRACTOR, for applying all OHH&MS 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 OHH&MS 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 OHH&MS of personnel.

CONTRACTOR shall dedicate bowser(s) for the supply of potable water (Only of Drinking Water) as per the scope of work for the supply of drinking water.

CONTRACTOR shall submit the potable water bacteriological & biochemistry analysis reports on monthly basis from 3rd party to ensure that drinking water is safe for intended use as per the scope of work for the supply of drinking water.

COMPANY is ISO-14001, 39001 & OHSAS-18001 certified & gives prime importance to fulfill and implement the requirements of these standards through its own & contracted activities. Hence CONTRACTOR is expected to implement and comply with all requirements of these standards.

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

CONTRACTOR shall submit the Sub-CONTRACTORS OHH&MS 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.





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 Health guidelines are implemented, applying the measures as defined in its own OHH&MS Manual and applicable COMPANY OHH&MS Procedures.

In case of non-compliance by the CONTRACTOR / Sub Contractor and / or its failure to meet any of the conditions as laid in this document or in COMPANY Policies & Procedures during performance of any of the activity under the Contract, COMPANY can use its own and / or 3rd party resources for meeting such requirements and shall charge the cost of such services back to the CONTRACTOR.

CONTRACTOR shall develop and implement Management of Change Procedure for their activities.

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

2.3 Interface with the COMPANY.

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

3. PERSONNEL.

All CONTRACTOR personnel involved for the performance of this scope of work shall 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 after ETT 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.(Drivers not allowed age more than 60 years)

- **For Drivers:**

Contractor shall follow Eni Land Transportation Manual / Eni logistics Management Procedure.





3.2 Medical Screening.

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

CONTRACTOR shall submit the Medical Fitness Certificates of its local staff verifying them as medically fit for carrying out the job from any Eni Pakistan recognized hospitals (List of hospitals are given below) and will be verified by COMPANY OHH&MS coordinator at Karachi Office and shall seek prior approval and clearance for being medically fit for the specific job.

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

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

3.2.1 Medical Tests

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





Urinary Opiates & Cannabinoids

Eye Vision Test

- Note:
1. Validity period of Medical screening shall be for one year only.
 2. Pre-placements will also be done as per the above criteria.
 3. Medical fitness certificates from the below mentioned hospitals shall verify as medically fit for the nature of job a person intended to be
 4. In the event of accident (outside or within the Eni Pakistan premises) by the Driver, contractor shall bear all the Laboratory expenses for Urinary Opiates / Cannabinoids & Serum Alcohol level tests within 6 hours from the incident time and submit the original reports to OHH&MS coordinator / Company Doctor for the purpose of investigations.

The above medical tests will be obtained from any of the following Hospitals

- Aga Khan Medical University Hospital, Karachi.
- Agha Khan Medical Hospital, Hyderabad.
- Liaquat National Hospital, Karachi.
- Ziauddin Medical University Hospital, Karachi.
- OMI Hospital Karachi.
- DOW University Hospital (Ojha Campus) Gulistan-e-Johar Karachi.
- Isra Medical University Hospital, Hyderabad.
- Shifa International Hospital, Islamabad.
- Dr. Arshad Associates Health Services, Karachi & Islamabad.
- Shoukat Khanum Memorial Hospital, Lahore.
- Quaid e Azam International Hospital, Islamabad.
- Hira Medical Hospital, Sukkur.

The record of Medical Fitness Certificates will also be required to be produced at site to COMPANY'S Field Doctor / Rig Doctor. CONTRACTOR'S all personnel shall meet the following requirements:

- CONTRACTOR shall ensure that all its employees are physically and mentally fit for job.
- CONTRACTOR must ensure that all its employees are not suffering from any contagious disease or suffering from such conditions which may develop into a medical emergency e.g. uncontrolled heart problems, uncontrolled diabetes etc.
- CONTRACTOR must ensure that all its employees are not taking any contraband substances / drugs prohibited by Law.

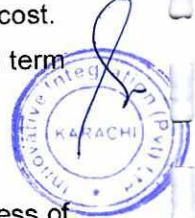
In case any crew person found to have been suffered from any contagious diseases during the delivery of his services shall be re-examined through COMPANY'S prescribed hospitals only at CONTRACTOR'S own cost.

In case any medical treatment is required during the execution of service against this contract, it will be taken care through COMPANY'S prescribed hospitals only at CONTRACTOR'S cost.

CONTRACTOR will conduct periodic annual medical screening of its employees for long term contracts at its own cost.

3.3 Awareness.

CONTRACTOR shall be responsible for maintaining and enhancing the OHH&MS awareness of all personnel including arranging Tool Box Talks (for travelling in desert & hilly areas, road conditions and community sensitive areas), short training courses and emergency drills.





CONTRACTOR shall be required to maintain records and present whenever demanded by COMPANY during entire period of contract.

3.3.1 OHH&MS Induction

CONTRACTOR shall ensure that all arrivals to the work site receives a comprehensive OHH&MS induction briefing by COMPANY field OHH&MS personnel immediately upon arrival at the work site and before these new arrivals commence the work. The induction may include but not limited to activity associated hazards, medical emergency response procedure, accident / incident reporting & investigation procedure, available facilities at site.

3.3.2 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. 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.

CONTRACTOR shall submit the insurance policy of their staff those who are coming for Eni Pakistan field locations.

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.'

4.1 Employees Working Hours

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

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

All public holidays compensated as overtime / compensatory leave.

The staff working in rotational cycle for the performance of their duties will have such arrangement of cycle as to not exceed and / or violate the basic principle of compensation for extra daily / shift working hours and overstaying due to the rotational cycle.

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.

CONTRACTOR shall ensure that working hours for drivers are followed according to the Eni Logistics Management Procedure / Eni Land Transportation Manual.





4.2 Staff Rota System

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

4.3 Termination & Suspension

Any infringements by CONTRACTOR manpower identified by COMPANY of its OHH&MS regulations and standards shall be investigated by COMPANY and recommended remedial action 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.

4.4 Alcohol & Narcotics

CONTRACTOR will acknowledge COMPANY'S firm commitment towards the implementation of Drugs & Alcohol policy (**Annexure-D**). 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 shall ensure its personnel do NOT, at any time, while traveling to or from, or at the work, have in their possession or under influence of any contraband or alcoholic liquor, drug or other intoxicating substances.

COMPANY reserves a right to subject all personnel deployed in the services of the COMPANY to drug test at any time without prior notice.

4.6 Pets

CONTRACTOR and sub- CONTRACTOR personnel shall not be allowed to keep pets or other animals in their camps and / or on their work sites and shall not indulge in any activity of game and hunting of animals in COMPANY'S Concession.

4.7 Audits & Inspections.

COMPANY reserves the right to carry out OHH&MS audits and inspections as necessary and CONTRACTOR will cooperate in those inspections / audits.

The following audits and inspections may be carried out by the COMPANY:

- Occupational Health Management System Audits.
- Pre-mobilization inspection of support equipment including all medical equipment and facilities related to camping, logistics and transportation.
- CONTRACTOR shall implement Eni HSE Golden rules.



4.8 Eni Health, Safety and Environment Golden Rules.

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



HSE compliance to Eni Golden Rules will be monitored at least on monthly basis through e-GRUVIS project. A joint inspection (Company+ Contractor) will be carried out and level of compliance to Golden Rule related to the activity will be evaluated as per below given Scoring criteria:

- 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. Hydrogen Sulfide

5. OHH&MS Plan.

The CONTRACTOR shall submit to COMPANY the following documentation, as ANNEXES of OHH&MS Plan before mobilization as agreed during kick off meeting.

- a. List of all applicable laws and standards;
- b. Description of CONTRACTOR'S worksites and analysis of tasks carried out at each site and relevant risks;
- c. Identification and evaluation of exposure to harmful agents, including: chemical agents, physical agents (noise, asbestos etc.) and biological agents (bacteria, legionella etc.); prevention programs in place (e.g. food examination, hygiene etc.) and tools adopted to communicate, in all languages adopted on site, exposure risks and consequent behavioural issues (list of all relevant documents to be included).
- d. Protection against toxic/harmful substances (list of all relevant documents to be included).
- e. Medical and Occupational Health requirements, inclusive of an Health Management Plan which, starting from the Health Risk Assessment, defines programs for health surveillance, training, emergency, fitness-to-work, substance abuse monitoring, hygiene, ergonomics, product stewardship, work environment monitoring, medical wastes management, medical clinic/sick bay and ambulance (or other transportation vehicles / crafts for carrying of casualties to the nearest hospital/clinic) requirements (list of all relevant documents to be included).





- f. Emergency Management, covering but not limited to: medical evacuation, road traffic accidents, oil/chemical spills, man/vehicle lost and covering Pandemic diseases (eg Covid-19, etc). CONTRACTOR shall bridge his own emergency plans to COMPANY Emergency Response Plan and Medical Emergency Response Plan (MERP).
- g. Radiation Protection Management (in case of CONTRACTOR'S own sources), inclusive of: permits to carry and store radioactive sources, names of qualified experts, operating procedures, radiation work permits, health surveillance of exposed personnel, protection measures for the general public.
- h. Radiation Protection Management (in case of use of radiation sources under COMPANY'S responsibility), inclusive of: documentation to be issued for certifying capability to carry out specialist activities in areas where radiological risk exists; agreement with COMPANY about risk control methods and procedures; agreement with COMPANY about dosimetry records for personnel involved in radiological works; agreement with COMPANY about the health surveillance of all those involved.
- i. Audits, inspections and drills matrices.

5.1 Hazard Identification & Risk Assessment

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

Some of the potential risks and hazards involved in the operation are but not limited to:

- Heat stress
- Snakebites/ Scorpions
- Dehydration
- Work at height
- Falling hazards
- Over speeding of vehicle(s)
- Others

6. OCCUPATIONAL HEALTH & HYGIENE

CONTRACTOR shall ensure that all personnel employed for performance of work under CONTRACT are mentally and physically fit for carrying out the intended job and shall comply with COMPANY minimum requirements on general and job-specific fitness;

CONTRACTOR shall ensure that its personnel shall maintain high standards of hygiene during the execution of the Contract.

CONTRACTOR will demonstrate that it understands the problems associated with working in the extreme weather conditions (hot or cold) and that it has adequate resources, plans and procedures in place to mitigate those affects.

CONTRACTOR shall at no cost to COMPANY be responsible for the medical welfare of its employees.

CONTRACTOR shall take care of arrangements for medical attendance, treatment or hospitalization if and when necessary.

CONTRACTOR shall arrange and submit suitable insurance coverage for Medical contingencies.





CONTRACTOR shall supply to its employees, at no additional cost to COMPANY, suitable prophylactics and inoculations against disease if necessary, and as required by prevailing conditions.

Contractor shall develop and submit Health Risk assessment (HRA) and Medical Emergency Response Plan (MERP) for review and approval.

CONTRACTOR shall ensure that adequate resources, plans and procedures are in place to mitigate the effects of extreme weather conditions.

7. EMERGENCY PREPAREDNESS & MEDICAL EVACUATION

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 develop an Medical Emergency Response Procedure / Plan align with COMPANY Medical Emergency Response Procedure / Plan and its draft shall be submitted with tender and final document must be submitted to COMPANY, during the Kickoff meeting, for review and approval. The Plan should cover:

The plan should adequately cover:

- Protecting people
- Compliance with national/local regulations
- Limiting losses
- Limiting public exposure, legal liabilities, fines, etc.

CONTARCOR will hold periodic emergency exercise / drills involving all parties concerned to test its emergency response plan and effectiveness of emergency handling arrangement.

7.3 Medevac & Contingency Planning

In case of serious injury or illness Medevac by Air or by Road may be arranged by COMPANY at the Cost of the CONTRACTOR.

8.0 OHH&MS 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 OHH&MS Coordinator 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





9.0 KICK OFF MEETING & PRE MOBILIZATION WORKSHOP.

A Kick-Off Meeting (KoM) will be held immediately after contract award and before the mobilization for execution of the contracted job. The meeting should be attended by Company and contractor management and project team.

- The topics to be covered in the kick-off meeting include:
- Any outstanding Health issues and conditions of Contract Agreement
- Confirmation and agreement on contractor HSE plans as required in the HSE Guidelines i.e. HSE Plan, Health and Hygiene Plan, CR Plan etc.
- Agreement on OHH&MS performance targets and incentives
- Assessment of competence level of contractor personnel
- Assessment and agreement on contractor health and hygiene requirements
- Contractor shall submit Medical Emergency Response Plan for review and approval.
- Contractor shall submit Hazard identification and Risk Assessment Procedure for review and approval.
- Requirement for a Pre-mobilization audit of contractor's equipment to be used during the contract
- Confirmation that roles, responsibilities and interfaces between contractor and Company have been clearly defined and understood
- Agreement on Reporting
- Close Out Report

The Kick off Meeting session may also cover a joint Company and contractor(s) detailed Risk Assessment of the contracted scope of work. Company may arrange to conduct both kick-off meeting and Risk Assessment sessions separately or in one session.

The issues to be discussed in the Risk Assessment Session shall include but may not be limited to the following:

The risk assessment shall cover all the aspects / activities associated directly or indirectly with the contracted scope of work and will identify the potential risks / hazards involved in the job.

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

- Management of health in extreme weathers and other local health hazards.
 - Heat Management
 - Snake bite Management
- Climatic and seasonal considerations (desert storms, rains, heat stoke etc.)
- Infrastructure (roads, bridges, utilities, etc.) and terrain conditions
- Technical and Health training program (Before & during Contract) including first aid, firefighting.
- Medical services
- Employees medical screening requirements
- Camp hygiene and maintenance
- Audits and inspections frequency





Eni Pakistan Limited

36

OHH&MS Guidelines for ICT Hardware Purchase of Storage

Date of Release May 2020

Page 14 of

- Review of Medical emergency response plans (including bridging document) and any third party interactions.
- Management of sub- CONTRACTOR and mutual interaction and communication between CONTRACTORS.

Minutes of this meeting with agreed action items will be given to all participants and action parties.



X

Q

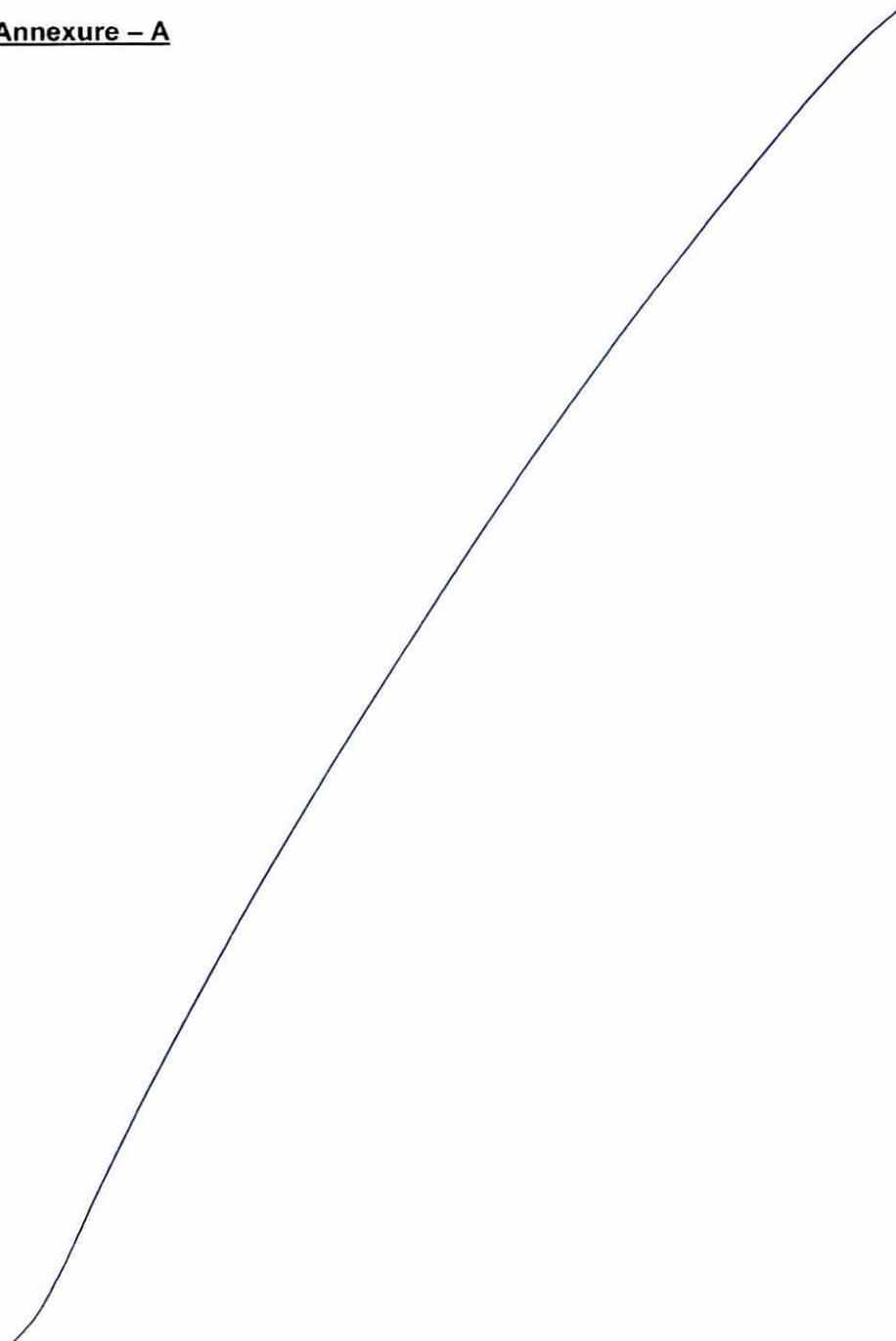


Eni Pakistan Limited

36

OHH&MS Guidelines for ICT Hardware Purchase of Storage
Date of Release May 2020
Page 15 of

Annexure – A



A handwritten signature in blue ink, located below the circular stamp.



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;

H	S	E	9	9	-	C	R	-	I	N	-	P	L	-	0	0	9	-	0	2
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

The copy, once printed out, becomes an uncontrolled document; before using it, please verify the revision status of the document.





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:

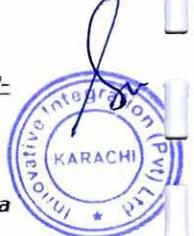
1. Contractor/Subcontractor (C/S) supervisor omits supervision;
2. C/S supervisor's lack of training and competence has been ascertained;
3. C/S management omits to organize a firefighting/emergency team, including first aiders;
4. C/S management has omitted to designate members of the emergency team 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.



H	S	E	9	9	-	C	R	-	I	N	-	P	L	-	0	0	9	-	0	2
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---



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

Enrico Trovato
Managing Director
February 2020

H S E 9 9 - C R - I N - P L - 0 0 9 - 0 2



**Annexure-B****MEDICAL HISTORY FORM**
(To be completed by the **Contractor employee**)**Type of examination (circle one):**

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

INSTRUCTIONS

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

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

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

1. YOUR DETAILS

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

Date of Birth

Sex (circle one) Male / Female

Job assigned/applied

Job Location (Circle one) Head Office / Islamabad office / Field site
(Specify e.g. Bhit, offshore etc.....)

Residential Address

Telephone (Home)
(Work)

Date and place of last medical examination





2. YOUR PERSONAL

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

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

3. Occupational Health History

Screening	Yes/No	Normal/Abnormal	State when and where.
13. Have you had any previous audiometric screening?			
14. Have you had previous lung function screening?			

15. Have you been ever been exposed to any of the following at work?

Hazard	Yes/No
Noise	
Ionizing radiation	
Electromagnetic radiation	
Asbestos	
Benzene	
Hydrocarbons	
Other Chemicals	
Skin Irritants	

16. If yes to the above, please give details of the exposure history (e.g. duration, place, severity etc.).





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

Yes / No

Please specify time, duration, place and type:

.....
.....

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

Yes / No

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

.....

20. Have you suffered any industrial injury? Yes / No

21. If so please give details:

.....

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

Yes / No

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

Yes / No

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

Yes / No



A

JK



4. Your Medical History

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

Eye/vision problem	Yes / No	Hearing problem	Yes / No
Ear/Nose/throat problem	Yes / No	Ear surgery	Yes / No
Wheezing/asthma	Yes / No	Tuberculosis	Yes / No
Other lung complaint	Yes / No	High blood pressure	Yes / No
Stroke	Yes / No	Heart trouble/chest pain	Yes / No
Heart/Vascular disease	Yes / No	Heart surgery	Yes / No
Varicose veins	Yes / No	Rheumatic fever	Yes / No
Diabetes/ hormone disorder	Yes / No	Cancer/tumor	Yes / No
Mental/nervous disorder	Yes / No	Depression	Yes / No
Blackouts/Fainting/dizziness	Yes / No	Epilepsy/seizures	Yes / No
Loss of consciousness	Yes / No	Severe headaches/migraine	Yes / No
Digestive disorder	Yes / No	Blood disorder	Yes / No
Genital disorder	Yes / No	Gynecological problems	Yes / No
Abnormal pap smears	Yes / No	Stress	Yes / No
Balance Problem	Yes / No	Head injury/concussion	Yes / No
Loss of memory	Yes / No	Arthritis	Yes / No
Back pain/back injury/sciatica	Yes / No	Restricted mobility	Yes / No
Hernia	Yes / No	Sleep problems	Yes / No
Stomach pain/ulcer	Yes / No	Passing or vomiting blood	Yes / No
Liver disease/hepatitis	Yes / No	Thyroid problem	Yes / No
Kidney/Bladder trouble	Yes / No	Skin problems	Yes / No
Infectious/contagious diseases	Yes / No	Malaria/tropical disease	Yes / No
Drug or alcohol dependence/abuse	Yes / No	Other	Yes / No

Please provide details to any of the above which had "Yes" answers:



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

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

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

Yes / No

Specify:.....

g) Are you allergic to anything? Yes / No

If yes, please Specify:

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

i) Do you suffer from any permanent disability? Yes / No

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

Yes / No

5. Declaration:

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



Examinee's Signature: Date:

**PART B****MEDICAL EXAMINATION FORM – (To be completed by Licensed Examining Physician)**

This form is to be used in conjunction with the Medical History Statement. Prior to examining the candidate, for specific position review the candidates Medical History Statement and make sure that you are familiar with the relevant job and working conditions of specific position for which the candidate is being considered. If unavailable, seek this information from Eni Pakistan.

Candidate's Name:						Date of Birth:	
Identity Verified: Y / N				Method of Verification:			
(Passport, ID, Drivers License)							
Sex (Male / Female)	Height:		Weight:	BMI	Waist (inches)	Hip (inches)	
VISION (Snellen's Notation)							
	Uncorrected		Corrected		Glasses / Contacts	Pulse:	Blood Pressure (sitting)
	Far	Near	Far	Near	Color Vision	Temp:	Systolic
Right				Other Vision Test	Pulse:		
Left						Diastolic	
Both							

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

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



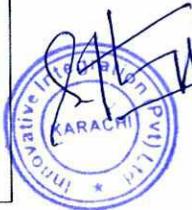


Eni Pakistan Limited

OHH&MS Guidelines for ICT Hardware Purchase of Storage
Date of Release May 2020
Page 25 of

36

▪ Bruit ▪ Thyroid ▪ Neck Nodes ▪ Inguinal / Axillary Nodes		
CHEST / LUNGS ▪ Auscultation		
CARDIOVASCULAR ▪ Pulses: Radial / Femoral / D. Pedis / Tibial ▪ Heart Sounds (murmurs) ▪ Heart Rate and rhythm		
ABDOMEN ▪ Hernia ▪ Bowel Sounds ▪ Liver / kidney / Spleen ▪ Masses		
MUSCULOSKELETAL		
NERVOUS SYSTEM		
OTHER SYSTEMIC EXAMINATION		
IDENTIFIED RISK FACTORS		
MEDICAL EXAMINATION REPORT/ REMARKS		



S

H



SIGNATURE OF EXAMINING PHYSICIAN:	PRINT PHYSICIAN NAME:	DATE:
--	------------------------------	--------------

PART C
Medical Fitness Certificate

Full Name: (Mr. / Mrs. / Ms).....

Job assigned/applied.....

Date of Medical Examination:

Work location: Office

 Offshore/Remote site

 Office, but occasional travel to Offshore/Remote site (less than
 2x per month or 4x per year)

The above person is hereby declared:

- () Fit for Offshore/Remote Site work
- () Fit for office work (and remote site visits of less than 72h duration and not more
- () Temporary unfit for offshore/remote site work
- () Temporarily unfit for office work (and remote site visits of less than 72h duration)
- () Fit to return to work
- () Unfit for offshore/remote site work
- () Unfit for work in this organization

Particular comments & recommendations from examining medical doctor

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

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





Eni Pakistan Limited

36

OHH&MS Guidelines for ICT Hardware Purchase of Storage
Date of Release May 2020
Page 27 of

Annexure- C



[Handwritten signature]

The copy, once printed out, becomes an uncontrolled document; before using it, please verify the revision status of the document.



Eni Pakistan Limited

HSE POLICY

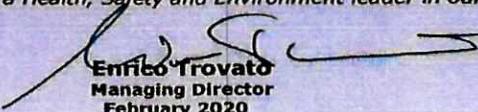
Eni is an energy company & in conducting its business, in line with eni code of ethics, procedures and sustainability principles, Eni Pakistan will promote and pursue excellence in:

- *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:

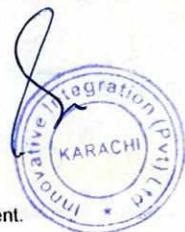
- * *Achieving continual improvement in Health, Safety, Environment and its business processes in line with strategic goals and objectives, through measuring and analyzing its performance aiming for technological excellence, including energy efficiency in every field of activity;*
- * *Achieving continual 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.


Enrico Trovato
Managing Director
February 2020

H	S	E	9	9	-	C	R	-	I	N	-	P	L	-	0	1	0	-	0	2
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Annexure-D





Eni Pakistan Limited

DRUGS & ALCOHOL POLICY

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

Enrico Trovato
Managing Director
February 2020

H S E O 1 - C R - I N - P L - 0 0 1 - 0 0 7

Annexure- E





Eni Pakistan Limited

36

OHH&MS Guidelines for ICT Hardware Purchase of Storage

Date of Release May 2020

Page 30 of



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.

Enrico Trovato
Managing Director
February 2020

H	S	E	0	1	-	C	R	-	I	N	-	P	L	-	0	0	3	-	0	5
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Annexure-F

The copy, once printed out, becomes an uncontrolled document; before using it, please verify the revision status of the document.





Eni Pakistan Limited

36

OH&MS Guidelines for ICT Hardware Purchase of Storage
Date of Release May 2020
Page 31 of



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.

Enrico Trovato
Managing Director
February 2020

H	S	E	9	9	-	C	R	-	I	N	-	P	L	-	0	0	2	-	0	6
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Annexure-G





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

Enrico Trovato
Managing Director
February 2020

H	S	E	0	1	-	C	R	-	I	N	-	P	L	-	0	0	2	-	0	5
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---





Eni Pakistan Limited

36

OHH&MS Guidelines for ICT Hardware Purchase of Storage
Date of Release May 2020
Page 33 of

Annexure-H

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.

Enrico Trovato
Managing Director
February 2020

H	S	E	9	9	-	C	R	-	I	N	-	P	L	-	0	0	4	-	0	7
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---





Eni Pakistan Limited

36

OHH&MS Guidelines for ICT Hardware Purchase of Storage

Date of Release May 2020

Page 34 of

Annexure-I

Medical Screening & Fitness Card

Medical Screening & Fitness Card	
Company:	
Designation	
Name:	
Code:	
CNIC :	
DOB:	
Screening Date:	
Valid up to:	
Contractor Supervisor	eni Doctor



