

Contract Handover

enipakistan

Contract number	5000016881	Contractor & Contractor Representative Contact details	International Aeradio Pakistan (Pvt.) Ltd. Harris S. Khawaja - Director +92 300 8244715 hkhawaja@ialpak.com
Contract Holder	ICT Manager (PNI)	Subject	NDB (Non Directional Beacons) for Bhit Gas Plant - Purchase & Maintenance
Contract Type	Blanket Order (with no minimum commitment)	Administrative Value	USD 83,380.00 Branch General USD 83,380.00
Effective Date	Nov 1, 2019	Expiry Date	Oct 31, 2022
Commencement Date	As per first Call Off Order date	Notice	N/A
Bank Guarantees or Performance Guarantees to be Provided			
Insurances	As per Original Blanket Order	Art.(16)	
Compensation Scheme	Payment shall be made to Supplier through call -off order. Refer to Appendix A - Compensation Schedule.	Payment terms	60 days from receipt of invoice
Penalties / Liquidated Damages	Liquidated Damages shall be applied at a rate of "2.5% off the call-off order value, for each week or hours of delay or part thereof, maximum up to 10% of the total call-off order value. Refer to Art.(17) of the Original Blanket Order		Tick as Applicable: <input checked="" type="checkbox"/> FORM OF AGREEMENT <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" <input checked="" type="checkbox"/> Appendix "E" - "HSE-CR Guidelines (where applicable) <input type="checkbox"/> Appendix "E1"- "Checklist for verification of HSE Plan" (where applicable) <input checked="" type="checkbox"/> Appendix "F" Security Guidelines (where applicable) <input type="checkbox"/> -Appendix "L" - Logistics Guidelines (where applicable) <input type="checkbox"/> -Appendix "S" -Sub-contracting Information"-List of Approved Subcontractors (where applicable) <input type="checkbox"/> Call off Order specimen <input type="checkbox"/> Appendix "B"- "Price Schedule/Price List" (where applicable) Appendix D, G, E & F are transmitted to end user via email
HSE requirements	HSE99-00-IN-GD-098-03	List of Contract Documents	
Subcontracting <u>Note for User:</u> Cascade subcontracting and total subcontracting not allowed	No approved subcontractor. Any subcontractor authorization in post contract award phase has to be in line with C&P Procedure PR-016-R03 - Management of Sub Contracts		
Delivery Terms	As per 1 st call-off order date	Location	Bhit Gas Plant

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Contract was handed over to Contract Holder on

(dd/mm/yyyy) 6th / Dec /2019

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

Contract Holder Acceptance

Contract Holder Roles and Responsibilities

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

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

Contract Holder Representative:

Name, Dept.

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

Date: 8/11/20

Sign: 

Tel: 

General:

- The Contract Holder shall ensure that Company's interests are protected through the administration of the contract.
- The Contract holder shall perform the role of Company Representative specified in the Contract.
- Raise Call-Off Orders in a timely manner before the start of the activities
- Monitor contract expiry date and financial validity and ensure timely action (minimum 6 months before expiry and before reaching 70% of ACV), if the duration or financial validity of the contract requires enhancement.
- Analyze Contractor deliverables and work progress measured against Contracts.
- Verify that HSE requirements are adhered to.
- Ensure implementation of Contractor management plans and procedures in compliance with the Contract including filing all the documentation concerning the Contract Management that, when required, shall be at disposal of Control Unit (internal and or external)
- Conduct the evaluation of Contractor management practices and deliverables.
- Maintain an effective working relationship with the Contractor to facilitate the efficient execution of the Contract.
- Continually review Contracts regarding their effectiveness and in case of ongoing activities continually review to ensure that present service is in line with that originally contemplated.

- Coordinate the verification of the required documentation and the issue of subcontractor's authorization or subcontractor activation approval, in case of Subcontracts already approved in the Contract.
 - Check if activities being subcontracted are listed in Contract among those that can be subcontracted.
 - Maximum limit of subcontractable activities has not been exceeded
 - There are no multi-tier subcontracts, unless specifically permitted by the Contract
 - Subcontractor is not listed in the Reference lists
 - Subcontractor suitability with regard to the non-existence of any prohibitions/infiltrations attempts by mafia as provided by the Anti-Mafia legislation, where applicable
 - Subcontractor is not listed in list of vendors with status "revoked"(Disqualified), "suspended", or "warning with authorization", by consulting C&P Vendor management unit.
 - In case of negative feedback on subcontractor's performance, check for necessary investigations.
 - Check that subcontract authorization request is complete and there are no anomalies in the documentation attached to it. Where required counterparty risk assessment is to be performed.
- In case of pre-approved subcontractor, Contract Holder has the responsibility to make sample checks on the declaration given by the contractor/supplier that he has checked that the requirements submitted by the subcontractor during bidding are still in place
- Ensure that Supplier/Contractor is complying with Insurance Requirements laid down in the Contract
- Ensure that Supplier/Contractor is complying with Bank or Parent Company Guarantees laid down in the Contract
- Check whether any liquidated damages/penalties or volume discounts provided for in the Contract are applicable
- Anticipate and manage any claims assessing their legitimacy and magnitude, and maintain a claim register
- Carry out the relevant checks on Variation Order Proposals and prepare the Variation Orders

Administrative:

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

Expediting and Inspection:

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

Performance Feedbacks

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

Feedback should cover the following aspects:

- Punctuality
- Quality of supplied goods and services
- Behavior
- HSE
- Completion of delivery or work
- Any non-compliance/cost modification

Close-Out

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

**Eni Pakistan Limited**

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

Blanket Order - 5000016881

532906 - INTERNATIONAL AERADIO PAKISTAN
Street: 411 CLIFTON CENTER MAIN CLIFTON R.
75600 KARACHI
Pakistan

General Data:

Information

Description: Procurement of NDB for Bhit Gas Plant

Supplier: 532906 - INTERNATIONAL AERADIO PAKISTAN

Payment Term: 60 days invoice date

Buyer: Suman Khalid

Valid From/To: Nov 1, 2019 - Oct 31, 2022

Contract Manager Name: ICT Manager

Contract Manager Unit: PNI

Revision Number: 00

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BLANKET ORDER INCLUDES ALL OF THE FOLLOWING PAGES



Object

Procurement and Maintenance of NDB (Non Directional Beacons)

Form of Agreement

With reference to your offer dated 8th October 2019 and subsequent correspondence, **Eni Pakistan Limited** a corporation existing under the laws of England and having its principal place of business at 5th Floor, The Forum, G-20, Block-9, Khayaban-e-Jami, Clifton, Karachi - 75600, Pakistan (hereinafter referred to as "**COMPANY**") hereby award you, **International Aeradio Pakistan (Pvt) Limited** a corporation existing under the laws of Pakistan and having its principal place of business at 411-Clifton Centre Khayaban-e-Jami, Karachi - 75600. (hereinafter referred to as "**CONTRACTOR**") the CONTRACT (hereinafter referred to as "the **CONTRACT**") covering the subject at the following terms and conditions.

1. DEFINITIONS AND INTERPRETATION

The following definitions when capitalized shall apply to this CONTRACT:

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

"COMPANY GROUP" means:

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

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

"CONTRACTOR GROUP" means:

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

"CONTRACT PRICE" means the amounts of compensation to be paid by COMPANY for the supply of GOODS in accordance with the provisions of the CONTRACT.

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

"DELIVERY POINT" means the location notified by COMPANY to CONTRACTOR in the applicable Appendix/Delivery Order, where the CONTRACTOR shall deliver, or make available for delivery, the GOODS to COMPANY or any THIRD PARTY nominated by COMPANY

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

"GOODS" means the items 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.

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

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

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

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

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

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

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

2. THE CONTRACT

The following documents shall be read and construed as integral part of the CONTRACT and shall constitute the entire agreement between the PARTIES with respect to the supply of GOODS and supersede all prior correspondence, negotiations, agreements or understandings, either written or oral, between the PARTIES:

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

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

3. CONTRACT DURATION AND OPTION TO EXTEND

- 3.1. This CONTRACT shall become effective on 1st November 2019 (the "EFFECTIVE DATE") and shall continue in full force and effect until 31st October 2022 subject to termination in accordance with the terms of the CONTRACT.



- 3.2. COMPANY may extend the CONTRACT for twelve (12) additional months, under the same terms and conditions with rates to be mutually agreed prior to extension, by giving written notice to CONTRACTOR at least 15 days before the expiration of the CONTRACT.

4. KICK OFF MEETING

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

5. SCOPE OF WORK

- 5.1. The PARTIES agree that in consideration for the payments to be made by COMPANY under the CONTRACT, CONTRACTOR hereby covenants to diligently supply and maintenance for NDB (Non Directional Beacons) with parts at Bhit Gas Plant (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
- 5.2. No minimum work commitment is guaranteed by COMPANY. The provision of any GOODS under the CONTRACT will be requested in writing by COMPANY to CONTRACTOR with a Delivery Order signed by COMPANY's representative which shall be the only document which formally authorizes CONTRACTOR to perform any one of the supply of GOODS. The Delivery Order shall quote the CONTRACT reference number and specify the type, quantity, delivery date and terms and any other relevant information needed to CONTRACTOR to supply the GOODS and shall state any additional HSE and Quality requirements to be met and any technical documentation to be provided.

6. DELIVERY

- 6.1. CONTRACTOR shall deliver the GOODS on delivery terms DDP, Karachi basis, in accordance with the INCOTERM effective 2010, published on 01.01.2011, and any subsequent updates.
- 6.2. CONTRACTOR shall submit a fortnightly progress and look ahead report to COMPANY, which shall show the progress status and schedule of the delivery of GOODS. CONTRACTOR shall notify COMPANY immediately it becomes aware that delivery is likely to be delayed in which event, in addition to the remedies provided by the CONTRACT, COMPANY shall have a right to terminate the CONTRACT for material breach in accordance with article "Termination".
- 6.3. Upon taking receipt of the GOODS on the DELIVERY POINT, COMPANY shall visually check its/their conditions and issue a duly signed Delivery Ticket/Certificate of Delivery or any other document of acceptance as may be required. The acceptance of the GOODS or part thereof by COMPANY shall not be construed as COMPANY's agreement that the GOODS or part thereof conform to the requirements of the CONTRACT nor shall it represent or be construed as representing COMPANY's waiver of any warranty or guarantee or acceptance of any patent or latent defect in the GOODS.
- 6.4. Title to all GOODS shall pass to COMPANY upon delivery in accordance with the CONTRACT or payment by COMPANY in accordance with the CONTRACT, whichever occurs earlier.

7. PACKING AND MARKING

- 7.1. CONTRACTOR shall ensure that packing shall be weather resistant and suitable for the risks associated with the mode of transport employed, loading and unloading operations and that all costs thereof are included in the CONTRACT PRICE. Any movable parts shall be properly fastened so as to prevent loss or damage during transit or during the loading and unloading operations.
- 7.2. 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.
- 7.3. CONTRACTOR shall supply the GOODS in accordance with the marking requirements set out in the CONTRACT.

8. SPARE PARTS

CONTRACTOR shall include in the CONTRACT PRICE the cost of any spare parts to be used for the "Commissioning and Start-up" activities, if any. As regards any spare parts recommended for the first two years of operation, CONTRACTOR shall send to COMPANY a separate tender on or before the DELIVERY DATE(s). The provision of such spare parts may be covered by a separate contract.

9. COMPLIANCE WITH LAW, PERMITS AND AUTHORIZATIONS

- 9.1. CONTRACTOR shall comply with, and shall ensure that CONTRACTOR GROUP shall comply with, all APPLICABLE LAW and CONTRACTOR shall be liable for and shall defend COMPANY 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.

- 9.2. CONTRACTOR shall, at its own cost, obtain in due time and maintain throughout the duration of this CONTRACT, all approvals, permits, authorizations, licenses and clearances required for the provision of the SERVICES and which are required by APPLICABLE LAW to be obtained by CONTRACTOR.

10. PERFORMANCE

- 10.1. CONTRACTOR represents and warrants that:

- a. the GOODS shall be of good and sound design, materials and workmanship, be free from defect, fully comply with the requirements of the CONTRACT and fit for the purpose and performance for which they are intended and CONTRACTOR guarantees the conformity of the GOODS to the requirements of the CONTRACT through the issuance of the "Certificate of Conformity" signed by its authorised officer;
 - b. CONTRACTOR shall perform the delivery of the GOODS in accordance with agreed delivery term and time schedule in a diligent, good and workmanlike manner without interruption to completion;
 - c. CONTRACTOR has the necessary corporate power and authority to enter into this CONTRACT and has received all necessary approvals to do so;
 - d. CONTRACTOR is solvent and no bankruptcy, insolvency or receivership proceedings have been commenced against it and it is aware of no basis upon which a reasonable person would expect there to be any likelihood of such proceedings commencing;
 - e. CONTRACTOR shall maintain in safe custody records made in accordance with APPLICABLE LAW of all transactions connected with the CONTRACT for a sixty (60)-month after the final payment made by COMPANY, which such records shall be available for audit by COMPANY or its authorised representatives during such period.
- 10.2. CONTRACTOR shall not modify or alter any part of the GOODS without prior COMPANY's written approval and COMPANY shall not be liable or responsible for any unauthorised modification or for any cost or payment thereof. COMPANY may, at its option, require that CONTRACTOR, at CONTRACTOR's sole expense, withdraw, undo or remove any unauthorised modification.

10.3. 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. Where COMPANY concludes that any CONTRACTOR personnel does not possess the technical knowledge or skills necessary for the efficient provision of the services or that the behaviour of any CONTRACTOR personnel is disruptive or undesirable in any manner, COMPANY may so notify CONTRACTOR in writing and CONTRACTOR shall take any corrective measures required by COMPANY including the removal and replacement of such CONTRACTOR personnel at no cost to COMPANY.

11. ASSIGNMENT

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

- 11.2. CONTRACTOR shall not subcontract the whole of the supply of GOODS. Any SUBCONTRACTOR shall be approved by COMPANY. 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, omissions and defaults of any of its SUBCONTRACTORS as fully as if they were acts, omissions or defaults of the CONTRACTOR.

12. HEALTH, SAFETY AND ENVIRONMENT

- 12.1. CONTRACTOR shall perform and shall ensure that any member of CONTRACTOR GROUP providing the GOODS shall perform the activities related to the supply of GOODS in full compliance with all Health, Safety and Environment protection standards and regulations as required by APPLICABLE LAW and any HSE procedures in force at the Work Place. For the purpose of this Article, "Work Place" shall mean the place of performance of the supply of GOODS, which shall include COMPANY owned or operated premises, CONTRACTOR's premises and/or any other premises where the activities under the CONTRACT is to be performed for COMPANY.

- 12.2. If such standards, regulations and procedures as per art.6.1. do not adequately protect against hazard arising from the supply of GOODS, CONTRACTOR shall adopt appropriate measures to protect people and properties against such hazard.

- 12.3. CONTRACTOR shall inform COMPANY forthwith of any injury to, or accident involving, CONTRACTOR GROUP personnel or property connected with the supply of GOODS and the causes,



reasons and circumstances of each occurred injury or accident and CONTRACTOR's remedial measures in respect thereof.

- 12.4. The CONTRACTOR shall advise COMPANY of any hazard inherent in the GOODS and/or shall provide any information requested, in respect of safety, environmental and health hazards, including toxicity, flammability, reactivity and corrosiveness, together with handling and storage requirements, action to be taken in case of fire or spillage and health and safety precautions to be observed.
- 12.5. 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 supply of GOODS charging CONTRACTOR with any extra costs to COMPANY resulting therefrom.

13. DEFECT LIABILITY

- 13.1. Within twelve (12) months after the installation and commissioning of the GOODS or thirteen (13) months after delivery date, whichever comes earlier, 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 Article 15.1 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 warrants all repaired or replaced GOODS in accordance with provisions of Article 15.1.

14. TERMINATION

- 14.1. COMPANY may terminate the CONTRACT in writing with immediate effect in the event that CONTRACTOR is in breach of the CONTRACT in which event, CONTRACTOR shall be entitled to no payments from COMPANY and COMPANY shall be entitled to recover from CONTRACTOR any costs and expenses it incurs in connection with such termination.
- 14.2. COMPANY may at its convenience terminate the CONTRACT, or any part thereof, at any time by giving seven (7) calendar day's written notice to the CONTRACTOR. In the event of termination under this Article 16.2. COMPANY shall, subject to any other provisions of the CONTRACT, pay CONTRACTOR for all GOODS supplied in accordance with the CONTRACT up to the time of termination.
- 14.3. COMPANY in its sole discretion may suspend the performance of the CONTRACT for any reason and at any time by giving written notice thereof to CONTRACTOR. Where COMPANY suspends performance under this Article 16.2, CONTRACTOR shall be entitled to compensation for any reasonable, documented costs incurred directly as a result of the suspension.

15. LIABILITIES

- 15.1. All exclusions and indemnities given under this Article "Liabilities" shall apply irrespective of cause and notwithstanding negligence or breach of duty (whether statutory or otherwise) and shall apply irrespective of any claims in tort, under this CONTRACT or APPLICABLE LAW. However, the exclusion of liability and indemnities shall not apply and may not be relied on (i) by COMPANY GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE, WILFUL MISCONDUCT or fraud or (ii) by CONTRACTOR GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE, WILFUL MISCONDUCT or fraud.
- 15.2. CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS of whatever nature and howsoever caused, in respect of or arising out of:
 - a) injury, illness or death of any member of CONTRACTOR GROUP;
 - b) loss of, or damage to the property, owned, hired or leased, of any member of CONTRACTOR GROUP.



- c) loss or damage to GOODS until final delivery in accordance with Incoterms (edition agreed in CONTRACT) or other delivery terms agreed in the CONTRACT.
- 15.3. COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS of whatever nature and howsoever caused, in respect of, or arising out of:
- a) injury, illness or death of any member of COMPANY GROUP;
 - b) loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP.
- 15.4. CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY (i) caused by any member of CONTRACTOR GROUP or (ii) arising out of or in connection with a defect in the GOODS.
- 15.5. Subject to the Article 17.4. (ii) COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY caused by any member of COMPANY GROUP.
- 15.6. Notwithstanding any provision to the contrary elsewhere in the CONTRACT, and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the CONTRACT, (i) neither COMPANY nor COMPANY GROUP, shall under any circumstances, be liable to CONTRACTOR or CONTRACTOR GROUP for CONSEQUENTIAL LOSS, and CONTRACTOR hereby waives any claim it may at any time have against COMPANY GROUP in respect of any such damages, and (ii) neither CONTRACTOR nor CONTRACTOR GROUP, shall under any circumstances, be liable to COMPANY or COMPANY GROUP for CONSEQUENTIAL LOSS and COMPANY hereby waives any claim it may at any time have against CONTRACTOR GROUP in respect of any such damages, provided however, that such waivers shall not extend to any claim in respect of any fees, charges or other amounts due under this CONTRACT.
- 15.7. The indemnified PARTY in this CONTRACT shall, at all times, have the right to be represented by its own counsel at its own cost and expense and to participate in the defence of any action relating to such matter in which it may be named as a defendant.

16. INSURANCE

- 16.1. CONTRACTOR shall place and maintain throughout the term of the CONTRACT:
- a) an insurance, or another form of compensation, covering personal injury to, or death of, employees of the CONTRACTOR engaged in the performance of this CONTRACT;
 - b) a Third Party Liability Insurance (or Public Liability or General Liability) covering Contractor's liabilities arising out of the performance of the CONTRACT;
 - c) 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;
 - d) all further insurances as required by APPLICABLE LAW.
- 16.2. The cost of the insurance above shall be borne by CONTRACTOR and included in the CONTRACT PRICE; insurance deductibles shall be borne by CONTRACTOR.
- 16.3. 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.

17. LIQUIDATED DAMAGES

- 17.1. The PARTIES agree that if:
- a) CONTRACTOR fails to commence the Purchase & Maintenance by the relevant COMMENCEMENT DATE; or
 - b) CONTRACTOR fails to complete the Purchase & Maintenance by the relevant COMPLETION DATE

then CONTRACTOR shall pay to COMPANY as liquidated damages for Purchase and Maintenance as follows:

Liquidated Damages for purchase shall be applied at a rate of 2.5% of the value of GOODS for each whole week of delay (seven consecutive calendar days) up to a maximum of 10% of the call off value.



Liquidated Damages for maintenance shall be applied at a rate of 2.5% of the value of SERVICES for more than 4 hours of delay on working days and 3 hours of delay on holidays in response to any queries notified by the COMPANY as per the call off order up to a maximum of 10% of the call off order value.

17.2. In case the delay is observed for a period longer than as highlighted above, COMPANY retains the right to terminate the contract.

18. TAXES

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

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

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

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



- (iv) No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for Withholding Taxes. The CONTRACTOR will also be solely responsible for its ability or inability to recover tax credit from the fiscal authorities of the relevant country.
- 18.3. "Withholding Tax" for the purposes of this Article means any fee, tax, charge or deduction imposed by the fiscal authorities in the country of tax residence of COMPANY on any sum payable by COMPANY to the CONTRACTOR, as the case may be, for the fees payable under this Article.
- 18.4. All charges provided under this CONTRACT are exclusive of VAT and, to the extent that VAT is chargeable, then COMPANY shall, against delivery of a valid VAT invoice together with supporting breakdown of services provided and expenses incurred, in addition to any amounts due to the CONTRACTOR under this CONTRACT, pay to the CONTRACTOR such VAT.
- 18.5. Registration with Sindh Revenue Board (SRB)

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

19. CALL-OFF ORDER PROCEDURE

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

20. CONTRACT PRICE

- 20.1. In consideration for the satisfactory performance of this CONTRACT in accordance with its terms, COMPANY shall pay CONTRACTOR the CONTRACT PRICE in the amounts set out in and in the manner stipulated in the Appendix "A" of the CONTRACT.
- 20.2. The CONTRACT PRICE shall be inclusive of any applicable taxes, custom duties, stamp duty and fees as, excluding withholding tax and Value Added Tax ("VAT")/General Sales Tax ("GST"), if applicable. VAT/GST, if applicable, shall be mentioned separately.
- 20.3. Except as otherwise stipulated in this CONTRACT, the sums set out in the CONTRACT shall remain fixed and not be subject to any adjustment or escalation during the term of this CONTRACT.
- 20.4. No extra charges shall be effective unless agreed in writing and signed by COMPANY.
- 20.5. CONTRACTOR has properly evaluated all costs and contingencies necessary for the completion of the performance of the CONTRACT in accordance with its terms and CONTRACTOR undertakes to make no claims whatsoever or requests for variations, for price adjustments and/or time



extensions based on its failure sufficiently to evaluate such costs and contingencies or for its reliance on COMPANY supplied information and data and CONTRACTOR hereby waives any right to demand any such additional compensation howsoever arising.

21. INVOICING

- 21.1. After the completion of each milestone or month as the case may be, CONTRACTOR may submit invoices to COMPANY in the form and number requested by COMPANY. All invoices submitted by CONTRACTOR to COMPANY shall be accompanied by such documents and records or other evidence as COMPANY may request to support charges contained therein. Any VAT (Value Added Tax), if applicable, shall be clearly shown as a separate item.
- 21.2. The invoice shall include the following information:
 - a) reference number and date of issue of this CONTRACT;
 - b) name, address and Federal/Provincial Sales Registration Number (if applicable) and National Tax Number of the CONTRACTOR;
 - c) the code number allocated to CONTRACTOR as shown on this CONTRACT;
 - d) serial number and date of issue of the invoice;
 - e) items billable as listed, numbered and described in the applicable Appendix, including tariff heading and other details of the service;
 - f) the VAT rate and amount including equivalent amount in Pakistani Rupee (PKR) (where applicable) and/or Federal/Provincial Sales Tax Number ("STRN") (where applicable);
 - g) amount excluding and including VAT mentioning equivalent amounts in PKR;
 - h) a copy of the relevant APPROVED acceptance/milestone payment certificate;
 - i) method of transport used;
 - j) Bank details of the CONTRACTOR;
 - k) COMPANY's National Tax Number (NTN) and General Sales Tax Number (GST) which are as follows:
 - National Tax Number (NTN): 0823414-7
 - General Sales Tax Number (GST): 12-00-2711-011-91
- 21.3. The COMPANY may require a separate sales tax invoice from the CONTRACTOR exclusively in PKR containing all the particulars as prescribed under the APPLICABLE LAW.
- 21.4. All invoices submitted by CONTRACTOR to COMPANY shall be accompanied by such documents, records, lien waivers, receipts, APPROVED time sheets or other evidence as COMPANY may request to support charges contained therein and CONTRACTOR shall ensure that all such documents, records, lien waivers, receipts, APPROVED time sheets or other evidence shall truly reflect the facts about the activities, milestones and transactions to which they pertain and that COMPANY may rely upon these as being complete and accurate. In case of discrepancy is found later, amounts will be adjusted accordingly by means of credit note.
- 21.5. The PARTIES agree that Invoices shall not cover more than one CONTRACT and shall be sent to the following address:
 - Attention: Accounts Payable (accounts.payable@enipakistan.com.pk)
 - Address: Eni Pakistan Limited
5th Floor, The Forum, G-20, Block 9
Khayaban-e-Jami, Clifton
Karachi-75600 (Pakistan)

Queries on status of invoice may be sent to:

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

22. PAYMENT

- 22.1. Subject to the written approval by COMPANY of CONTRACTOR's invoice, the invoice shall be paid within sixty (60) days of receipt, in USD to the CONTRACTOR's designated bank account, specified below, which bank account shall be opened, maintained and operated by CONTRACTOR either in the country the supply of GOODS or the country of incorporation or foreign branch registration.



Payment under this CONTRACT shall be made only to this account opened in the name of CONTRACTOR.

- Bank Name:	Soneri Bank Limited
- Bank Address:	Clifton Branch, Main Clifton Road, Karachi
- Account Name:	International Aeradio Pakistan (Pvt) Ltd
- Account Number :	20000287505
- Swift Code:	SONEPKKACKR
- IBAN Number:	PK02SONE0001220000287505

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

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

23. FORCE MAJEURE

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

24. INTELLECTUAL PROPERTY RIGHTS

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

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

25. CONFIDENTIALITY

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

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

- a. the information was already or has subsequently entered the public realm through no fault of CONTRACTOR,
- b. CONTRACTOR already possessed that information at the time of receipt from COMPANY or has since received it from another person that is not subject to this duty of confidence, or
- c. the confidential information is required by APPLICABLE LAW or this CONTRACT to be disclosed to a public authority or in a court of law or arbitral proceeding, provided that CONTRACTOR provides prior notice of such disclosure to COMPANY.

25.3. CONTRACTOR's obligations under paragraph 1 of this Article do not preclude a disclosure to the extent necessary and which is made strictly for the purpose of the performance by CONTRACTOR of its obligations under the CONTRACT and for no other purpose whatsoever to:

- a. its auditors,
- b. its AFFILIATES,



- c. its directors, officers, employees, consultants, advisors, agents or SUBCONTRACTORS (the "PARTIES CONCERNED")

provided that CONTRACTOR shall ensure that the recipient under points a. to c. above signs a confidentiality undertaking at least as stringent as provisions contained in this Article.

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

- a. publish any press release, announcement, advertisement or reference to the 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.

- 25.5. The obligations of confidentiality under this Article "Confidentiality" shall continue in force for a period of five (5) years from the date of termination of the CONTRACT.

- 25.6. Moreover, CONTRACTOR undertakes, on its behalf and on behalf of the PARTIES CONCERNED, to respect the rules of conduct for the protection of confidentiality of Inside Information (hereinafter "INSIDE INFORMATION"), as provided by the applicable legislation.

To this end, provided that (i) under this CONTRACT, CONTRACTOR could become aware of INSIDE INFORMATION - as defined by art. 7 of EU Regulation No. 596/2014 on market abuse (the "MAR") - transmitted in any form, regarding directly or indirectly COMPANY; (ii) if it becomes aware of such INSIDE INFORMATION, under the terms and conditions provided for by the above mentioned legislation, CONTRACTOR would be entered in the COMPANY "Insider List" (i.e. Register of Persons with Access to INSIDE INFORMATION of COMPANY) and should establish its own Register for the aforementioned INSIDE INFORMATION, taking all reasonable measures to ensure that all persons listed in its own Register acknowledge, in writing, that they have been informed of the associated legal obligations and are aware of the applicable sanctions.

In particular, in relation to INSIDE INFORMATION, the CONTRACTOR undertakes, on its behalf and on behalf of the PARTIES CONCERNED:

- a. to treat the INSIDE INFORMATION as strictly confidential, keep it secret and not disclose it or make it known to unauthorized persons, except for specific request to that effect by the competent authorities. In such case, CONTRACTOR shall inform the COMPANY and agree on the modalities of communication of INSIDE INFORMATION to the said authorities;
- b. to refrain- ensuring that the PARTIES CONCERNED will refrain too - from using the contents of INSIDE INFORMATION, from reproducing or taking extracts or summaries thereof, for purposes other than lawful and authorized ones relevant to the performance of this CONTRACT;
- c. to adopt all measures reasonably possible to ensure and protect, in whole and in part, in any form and in any case, the confidentiality of the INSIDE INFORMATION, in relation to anyone. In particular, CONTRACTOR undertakes to limit the disclosure of INSIDE INFORMATION within its own organization to those PARTIES CONCERNED whose roles justify their having knowledge of the INSIDE INFORMATION and only to extent necessary for the performance of this CONTRACT; also, CONTRACTOR:
 - declares that it has implemented appropriate tools in order to ensure the confidentiality of INSIDE INFORMATION;
 - undertakes to treat such INSIDE INFORMATION with a degree of confidentiality, diligence and caution that meet those required by the applicable legislation and its own regulations on the processing of its own confidential information and INSIDE INFORMATION. Should INSIDE INFORMATION be transmitted, in full or in part, to PARTIES CONCERNED, for lawful and authorized purposes, CONTRACTOR undertakes to inform them of the obligations arising out of this CONTRACT and obtain from them an analogous confidentiality undertaking, if no legal, statutory or contractual obligations of a similar nature exist;
- d. acknowledges that INSIDE INFORMATION must be managed in compliance with the obligations required by laws and by regulations, including the Italian Financial Conduct Authority (Consob) communications on the matter;
- e. acknowledges that the above commitments, arising from the legislation on market abuse, are binding until the INSIDE INFORMATION maintains its inside nature. However, CONTRACTOR and the PARTIES CONCERNED, as well as people belonging to its own organization, agree to keep confidential the INSIDE INFORMATION acquired during the performance of the CONTRACT.



26. GOVERNING LAW

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

27. DISPUTES RESOLUTION

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

28. 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:

- 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.

29. MISCELLANEOUS

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

30. NOTICES

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

COMPANY:

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

CONTRACTOR:

- Attention: Harris S. Khawaja
- Address: 411 – Clifton Centre Khayaban-e-Jami, Karachi 75600
- Tel. No.: (92-21) 35837800

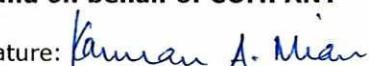


31. REPRESENTATIVES OF THE PARTIES

- COMPANY hereby appoints as its Representative:
- 28.1 Company Representative
 Mr Irfan Zulfiqar (Regional ICT Manager)
 Email: Irfan.Zulfiqar@enipakistan.com.pk
 Tel. No.: (92-21) - 35879951
- 28.2 Contract Administrative
 Salman Siddiqui (Networking, Service Desk, TLC Infrastructure Team Leader)
 E-mail: Salman.Siddiqui@enipakistan.com.pk
 Telephone: (92-21) - 35879951
- 28.3 CONTRACTOR hereby appoints as its Representative:
 Mr Harris S. Khawaja (Director)
 E-mail: hkhawaja@ialpak.com
 Tel No.: (92-21) 35837800

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: Kamran Mian	Name: HARRIS S. KHAWAJA
Title: Commercial & Business Development Manager Eni Pakistan Limited	Title: DIRECTOR
Date: 31st October 2019	Date: 01st November, 2019

Appendix A Compensation Scheme and Method of Application
1. GENERAL

- 1.1. For the due and proper performance and the full supply of the GOODS and SERVICES in accordance with the CONTRACT, CONTRACTOR shall be compensated solely by means of the prices and rates contained within this Appendix A.
- 1.2. COMPANY will not pay for any cost not included by CONTRACTOR in the prices and rates explicitly mentioned in this Appendix A, unless mutually agreed to the contrary between PARTIES.
- 1.3. All prices and rates set forth within this Appendix A shall be in USD and all payments under this CONTRACT shall be made in 60 Days.
- 1.4. All prices and rates set forth within this Appendix A shall remain fixed and unchangeable for the whole duration of the CONTRACT and shall be subject neither to any adjustment nor to any escalation and currency fluctuation, unless stated specifically otherwise herein.
- 1.5. The unit rates set out in this Appendix A shall be valid in the event COMPANY increases or decreases the quantity of GOODS ordered.
- 1.6. The rates detailed within this Appendix A shall include all costs associated with the provision of all necessary permits and licenses, as well as to keep all of them up to date and valid along the duration of the CONTRACT.
- 1.7. All taxes, fees, licenses, permits, charges and contributions raised by law and/or exacted, levied, or assessed on CONTRACTOR by any governmental authority incidental to the performance of the SERVICES and/or furnishing of equipment and/or materials by CONTRACTOR under the CONTRACT,



excluding Value Added Tax ("VAT"), if applicable. VAT, if applicable, shall be mentioned separately. No additional amount will be paid to CONTRACTOR for or on account of CONTRACTOR's payments of or liability for any such taxes, fees, licenses and charges. With reference to Article "Taxes" of the General Terms and Conditions of the CONTRACT, COMPANY shall deduct Withholding Tax, on all amounts payable under the CONTRACT wherever required by the fiscal laws and/or Bilateral Treaties. No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for Withholding Taxes.

2. COMPENSATION SCHEME

The following table below shows the compensation scheme:

S#	Description	Estimated Quantity	Cost (in USD)
1.	SE SERIES NDB; DIGITAL (P/N SLF33400) MODEL #: SE125 Dual Hot/Standby IP66 enclosure CE compliant Two fully redundant 10 to 125 WATTS NDB Transmitters with auto transfer unit. <ul style="list-style-type: none"> ▪ Require factory tuned frequency 365 KHz ▪ Morse code digit tuned "KS". ▪ Input A/C 100-260 volts, 50/60 Hz or 48 volts DC with automatic changeover to battery in case of AC power loss. ▪ Remote monitoring and maintenance via web browser using Ethernet connection. ▪ 190-650 kHz operation. ▪ Analog and digital metering. ▪ Accessory cable transmitter to coupler ▪ Set of technical handbooks and manual. ▪ Automatic charger to battery in case of power failure. 	01	\$32,500
2.	MR-5 MONITOR ALARM RECEIVER WITH LOOP ANTENNA (P/N SLF40000) <ul style="list-style-type: none"> ▪ P/N SLF 400XX (Desktop/Console) ▪ Required tuned frequency 365 kHz ▪ Loop antenna quantity 02 each; (P/N SLF40008) 	01	\$5,200
3.	PC-1000C4 ANTENNA COUPLER (P/N SLF20050/C4) <ul style="list-style-type: none"> ▪ Includes a Resistive Matching Network that ensures the SE125 always "sees" a 50 Ohm load thus minimizing VSWR. ▪ This feature will provide much higher signal availability by significantly reducing shutdowns due to changing environmental conditions. 	01	\$12,000
4.	34 FT SELF-SUPPORTING MAST P/N SLF10014 <ul style="list-style-type: none"> ▪ 190-535 kHz operation. ▪ Capacitance 350 pF of Aluminum and Fiberglass NDB Antenna with H-Beam mounting. ▪ Easy push-up installation. 	01	\$16,200
5	Service Level Agreement for NDB System with spare parts for 2nd Year	01	\$9,000
6	Service Level Agreement for NDB System with spare parts for 3rd Year	01	\$9,480

3. NOTES

1. The prices for purchase of equipment from S.no (1-4) is inclusive of warranty for one (1) year.
2. Currency of Quotation: USD
3. Mode of Delivery: DDP (Delivery Duties Paid), Karachi.
4. Mode of Transportation: By Port or Airport
5. Payment Terms & Conditions: Payment on Call off basis will be made in PKR as per the prevailing exchange rate on ENI Pakistan Standard terms which is Net sixty (60) Days from original payment Invoice Receipt date to COMPANY's Finance Department.
6. Delivery Schedule/Period: 8-10 weeks after confirmation of the ORDER



7. Installation/Commissioning will be Free of Cost at Site.
8. Transportation and Accommodation for installation, commissioning and maintenance activities shall be COMPANY's responsibility.



<i>Items</i>			
1	Material	NDB (Non-Directional Beacon) (Purchase)	GI Num (*) 1
Target Quantity: 1EA Price: 100 USD Price per Unit: 1 Product category: NON DIRECTIONAL RADIO BEACON SYSTEM FOR PLATFORM-HELICOPTERS - BB14AC09			
2	Product Category	NDB (Maintenance and Support)	GI Num (*) 2
Price: 100 USD Price per Unit: 1 Product category: NON DIRECTIONAL RADIO BEACON SYSTEM FOR PLATFORM-HELICOPTERS - BB14AC09			

(*) Good Issue ref. number

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

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BLANKET ORDER INCLUDES ALL OF THE FOLLOWING PAGES



Appendix D Scope of Work and Technical Specifications

Refer to the attached Scope of Work Document

Appendix E HSE-CR Guidelines

Refer to the attached HSE-CR Guidelines

Appendix F OHMS Guidelines

Refer to the attached OHMS Guidelines.

Appendix G Security Guidelines

Refer to the attached Security Guidelines

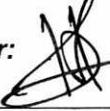
Company Policies and Manuals

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

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



Contractor:

Signature: 

Name (printed): HARRIS S. KHAWAJA

Title: DIRECTOR

Date: 01st November, 2019

Approved By: Authorized Signatory

Attachments:

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

Contractor:Signature: Name (printed): HARRIS S. KHANAJATitle: DIRECTORDate: 01st November, 2019

Approved by: Authorized Signatory