

**Annex B - List of handover documents****CONTRACT HANDOVER FORM (Contract Revision)****FROM: PROCUREMENT (PCP)****TO: ICT Department****CC: HSE Department****SECTION 1****HANDOVER MEETING (if applicable)****Y/N****N/A****Note: Significant Notes from Handover meeting needs to be mentioned)**

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

Handover Meeting date: (dd.mm.yyyy) \_\_\_\_\_

PCP representative(s): (name, surname, signature) \_\_\_\_\_

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

HSE representative(s): (name, surname, signature) \_\_\_\_\_

**SECTION 2****CONTRACT DATA AND HANDOVER OF DOCUMENTS**

Contract No (specify if its revision)	<b>5000014391 Amd-01</b>
Scope of Work	Repair & Maintenance of VHF Radio & Communication Tower
Contractor Name (in full)	<b>AZAM ENTERPRISES</b>
Contractor Representative Contact details	Christina Alfred Manager Email: christina@azamtelesources.com Telephone: 0321-2220132
Contract Value	Total ACV: <b>PKR 11,327,400/-</b> Branch - 100 %
Start Date	1-Jan-2019
End Date	31-Dec-2022
Options if any Notice for options if any	None
Type (Blanked, P.O., S.A.)	Blanked Order (with no minimum work commitment)
Insurance Policies required (provide the list of applicable insurances and coverages required)	As per clause no. 14 given in the original Contract
Compensation Scheme (explain Lump Sum, Price List, reimbursable, cost+ fee, discounts, volume discounts, if any)	As compensation schedule of Amd-01
SAP structure (line items) Itemized Y/N, availability of open line Y/N	-
Payment Terms	60 days from receipt of invoice
Penalties, / Liquidated damages (Explain thresholds and applicability)	As per clause no. 15 given in the original Contract
HSE Requirements	As per revised HSE Guidelines E1


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Respect for Human Rights (To specify Human Rights criticality as per Commodity code)	"D"
<b>Subcontracting</b>  <u>Note for User:</u> Cascade subcontracting and total subcontracting not allowed	N/A
<b>Delivery Terms</b>	As per each Call off requirement
<b>Location</b>	Karachi Warehouse

Contract Documents		
	Applicable Y/N	Comments (if any)
Form of Agreement	NO	
Letter of Amendment no. 01	YES	Attached
General Conditions	NO	
Special Conditions	NO	
Appendix "A"- "Compensation and Method of Application"	NO	
Appendix "C Financial Guarantees - Specimen copy/ies of Advance Payment Bank Guarantee, Performance Bond or Parent Company Guarantee (where applicable)	NO	
Appendix "D"- "Scope of Work and Technical Specification" (Revised)	NO	
Appendix "E" - "HSE-CR Guidelines (where applicable)	YES	Attached
Appendix "F" Security Guidelines (where applicable)	NO	
Appendix "G" - OHHMS Guidelines (where applicable)	NO	
Appendix "S" -Sub-Contracting Information"- List of Approved Subcontractors (where applicable)	NO	
Call off Order specimen	NO	
Appendix "B"- "Price Schedule/Price List" (where applicable)	NO	
Any Other Documents	NO	

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

PRO Representative	
Buyer's Name & Signature	<b>Saba John</b>
Team Leader's Name & Signature	<b>Khalik-ur-Rehman</b>
C&P Manager's Name & Signature	<b>Alim-ur-Rehman</b>
Receipt by: _____	



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\_\_\_\_\_  
CH representative

\_\_\_\_\_  
HSE representative

### Contract Holder Roles and Responsibilities

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

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

Contract Holder Representative: \_\_\_\_\_

Date: 24/6/23

\_\_\_\_\_  
Name, Dept.

Sign: 

#### **General:**

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

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- Check that subcontract authorization request is complete and there are no anomalies in the documentation attached to it. Where required counterparty risk assessment is to be performed.
- In case of pre-approved subcontractor, Contract Holder has the responsibility to make sample checks on the declaration given by the contractor/supplier that he has checked that the requirements submitted by the subcontractor during bidding are still in place
- Ensure that Supplier/Contractor is complying with Insurance Requirements laid down in the Contract
- Ensure that Supplier/Contractor is complying with Bank or Parent Company Guarantees laid down in the Contract
- Check whether any liquidated damages/penalties or volume discounts provided for in the Contract are applicable
- Anticipate and manage any claims assessing their legitimacy and magnitude, and maintain a claim register
- Carry out the relevant checks on Variation Order Proposals and prepare the Variation Orders

#### **Administrative:**

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

#### **Expediting and Inspection:**

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

#### **Performance Feedbacks**

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

Feedback should cover the following aspects:

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

#### **Close-Out**

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

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

#### **Attachment A list of critical commodity codes**



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

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

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

Handover Form – CONTRACT N° **5000014391 Amd-01**

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**Contract-5000014391 Amd-02**

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

GENERAL INFORMATION			
Description:	Provision for Repair and Maintenance of VHF Radio & Communication Tower		
Contractor Name:	AZAM ENTERPRISES	SAP Code:	445430
Contractor Address:	Plot F-34/I, Block-9, Scheme-5, Clifton, Karachi - Pakistan		
Buyer Name:	(Ms) Saba John		
Contract Manager Unit:	ICT (PNI)		
Start Date	01-Jan-2019	End Date	31-Dec-2023

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**ORDER INCLUDES ALL OF THE FOLLOWING PAGES**

**Object****Provision for Repair and Maintenance of VHF Radio & Communication Tower****Letter of Amendment-02 Dated 07-December-2022**

**Reference CONTRACT-5000014391 for the Provision for the Repair and Maintenance of VHF Radio & Communication Tower, this Agreement is made between Eni Pakistan Ltd. (the "COMPANY") and Azam Enterprises (the "CONTRACTOR").**

**Whereas:**

COMPANY and CONTRACTOR entered into a CONTRACT with an EFFECTIVE DATE January 01, 2019 whereby CONTRACTOR provides "Provision for Repair and Maintenance of VHF Radio & Communication Tower.

**Now therefore it is agreed as follows:**

1. The duration of the Contract is being extended for One (01) year from 1<sup>st</sup> January 2023 to 31<sup>st</sup> December 2023.
2. Appendix-A1 Compensation Schedule as part of the Original CONTRACT is being replaced with Appendix-A2 "Revised Compensation Schedule", to cover required services till the extended period from 1<sup>st</sup> January 2023 to 31<sup>st</sup> December 2023, through the execution of this Amendment-02 as follows:

**Appendix-A2**

Sr. No	Description	Revised rates for the 5th Year of Contract with 10% increase (Jan-Dec 2023)
1	Repair and Maintenance of VHF Radio & communication tower	3,560,040/-

3. The Security and OHHMS Guidelines are being updated and included as Appendix "G1" (SEC01-BH-IN-GD-676-00 and as Appendix "F" (HR127-OH-IN-GD-127-00) respectively.

**This Amendment-02 shall be effective from 1<sup>st</sup> January 2023.**

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

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

**For and on behalf of COMPANY****For and on behalf of CONTRA**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

PAOLO GIRAUDI  
MANAGING DIRECTOR

MR. SHERAZ ARSHAD

DIRECTOR SALES &amp; MARKETING

DECEMBER 12th, 2022

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