

HSE

# Contract Handover

eni Pakistan

<b>Contract number</b>	5000019255	<b>Contractor &amp; Contractor Representative Contact details</b>	<b>PAKISTAN TELECOMMUNICATION COMPANY LIMITED.</b> Assistant Manager – Sales M: +92 342 53 14 593 D: +92 213 58 10 321 E: usman.bhutto@ptcl.net.pk W: www.ptcl.com.pk/business						
<b>Contract Holder</b>	Infrastructure & communication Manager (PNI)	<b>Subject</b>	Primary Microwave Link for Voice & Data communication for Bhit and Karachi						
<b>Contract Type</b>	Blanket Order (With No minimum guaranteed value)	<b>Administrative Value</b>	Total ACV: PKR 26,133,139 (USD 165,295) Kirthar 100%						
<b>Effective Date</b>	1-January-2021	<b>Applicability CRR Post-Award</b>	"None"						
		<b>Expiry Date</b>	31-December-2023						
<b>Commencement Date</b>	Applicable from First Call-off	<b>Notice</b>	N/A						
<b>Extension Options</b>	No								
<b>Bank Guarantees or Performance Guarantees to be Provided</b>		N/A							
<b>Insurances</b>	As per Original Blanket Order Art.(17) – 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 APPLICABLE LAW.								
<b>Compensation Scheme</b>	As per Appendix A - based on rates quoted: Monthly Payment against quoted Option.	<b>Payment terms</b>	60 days from receipt of invoice						
<b>Penalties / Liquidated Damages</b>	<p>As per Original Blanket Order Art.(18):</p> <table border="1"> <thead> <tr> <th>Breakdown Resolution Period per Call</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Resolved within 4 hours / standby provided within 4 hours</td> <td>Nil</td> </tr> <tr> <td>Not resolved within 4 hours / standby not provided within 4hours (for the first 24 hours )</td> <td>(call-off value/360) *2 per completed day from the time of intimation till resolved or standby is provided</td> </tr> </tbody> </table>	Breakdown Resolution Period per Call	Penalty	Resolved within 4 hours / standby provided within 4 hours	Nil	Not resolved within 4 hours / standby not provided within 4hours (for the first 24 hours )	(call-off value/360) *2 per completed day from the time of intimation till resolved or standby is provided	<b>List of Contract Documents</b>	<b>Tick as Applicable:</b> <input checked="" type="checkbox"/> FORM OF AGREEMENT (Contract Revision) <input type="checkbox"/> Special Conditions (where applicable) <input checked="" 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 type="checkbox"/> Appendix "F" Security Guidelines (where applicable)
Breakdown Resolution Period per Call	Penalty								
Resolved within 4 hours / standby provided within 4 hours	Nil								
Not resolved within 4 hours / standby not provided within 4hours (for the first 24 hours )	(call-off value/360) *2 per completed day from the time of intimation till resolved or standby is provided								

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	Not resolved / standby not provided. (after the first 24 hours)	5% of the call-off value will be charged per completed day thereafter till resolved or standby is provided		<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)
<b>HSE requirements</b>	As per Appendix E-HSE99-00-IN-GD-098-04			
<b>Subcontracting</b>  <u>Note for User:</u> Cascade subcontracting and total subcontracting not allowed	No approved subcontractor. Any subcontractor authorization in post contract award phase has to be in line with C&P Procedure PR-016-R03 - Management of Sub Contracts			
<b>Delivery Terms</b>	As per 1 <sup>st</sup> call-order date		<b>Location</b>	Kirthar Concession

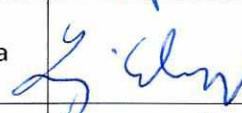
## Contract Handover

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 - Mar - 2021

Name, Dept. TAHA LATEEF, ICT

Sign: Taha

**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 received from the Contractor have been transmitted to reviewed/approved or 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.

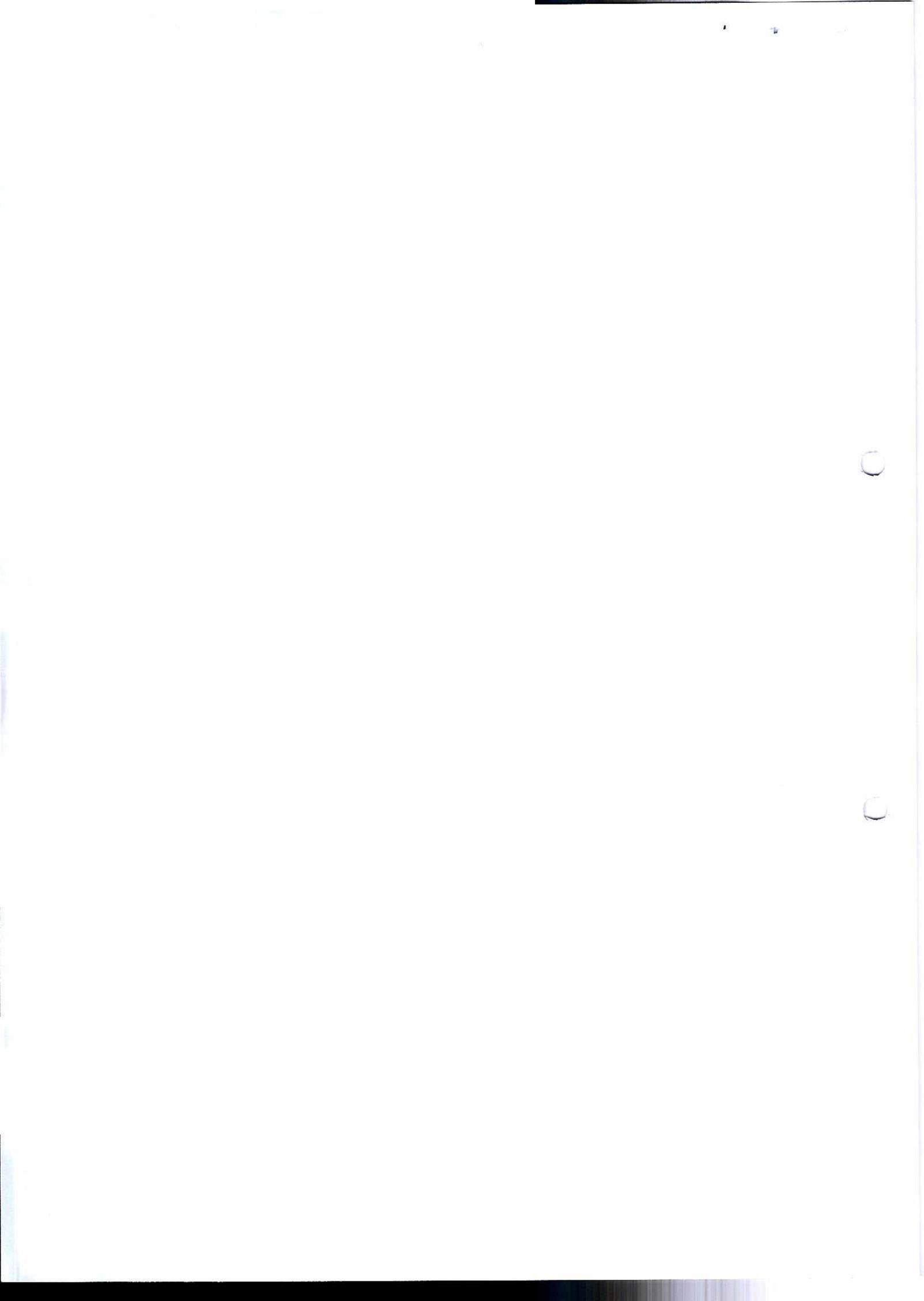


**Attachment A list of critical commodity codes**

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: 5000019255

**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			
<b>Description:</b>	PROVISION OF THE PRIMARY MICROWAVE LINK FOR VOICE & DATA COMMUNICATION FOR BHIT AND KARACHI		
<b>Contractor Name:</b>	PAKISTAN TELECOMMUNICATION COMPANY LIMITED	<b>SAP code:</b>	445333
<b>Contractor Address:</b>	STREET: PTCL SOUTH ZONAL OFFICE, HATIM ALVI ROAD, CLIFTON BLOCK 5, KARACHI, PAKISTAN		
<b>Buyer Name:</b>	Suhrab Hussain Ghumro		
<b>Contract Manager Unit:</b>	Infrastructure & communication Manager (PNI) - Taha Lateef - ICT Manager		

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**ORDER INCLUDES ALL OF THE FOLLOWING PAGES**



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Blanket Order no: 5000019255

## Object

### PROVISION OF PRIMARY MICROWAVE LINK FOR VOICE & DATA COMMUNICATION FOR BHIT AND KARACHI

## FORM OF AGREEMENT

With reference to your tender dated 09-December-2020 we, **Eni Pakistan Limited**, hereby award you, PAKISTAN TELECOMMUNICATION COMPANY LIMITED, the subject agreement (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:

**PAKISTAN TELECOMMUNICATION COMPANY LIMITED**, a corporation existing under the laws of Pakistan and having its principal place of business at the following address:

#### Address:

PTCL SOUTH ZONAL OFFICE, HATIM ALVI ROAD, CLIFTON BLOCK 5, KARACHI, PAKISTAN

HEAD OFFICE: PTCL CORPORATE HEADQUARTERS, BLOCK-E, G-8/4, ISLAMABAD-44000, 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.

## 2. SCOPE OF WORK

2.1 The PARTIES agree that in consideration for the payments to be made by the COMPANY under the CONTRACT, CONTRACTOR hereby covenants to execute diligently and complete [insert brief description of the service to be performed under the CONTRACT] as is more fully described in the **Appendix "D"** of the Services CONTRACT (the "**Scope of Work and Technical Specifications**" in accordance with the provisions of the CONTRACT).

2.2 On the basis that no minimum work commitment is guaranteed herein under, the SERVICES to be performed shall be requested from time to time by COMPANY's REPRESENTATIVE with a CALL-OFF ORDER issued by COMPANY in accordance with the Article "CALL-OFF ORDER" of the General Conditions.

## 3. CONTRACT DOCUMENTS AND PRIORITY

The following documents shall constitute the CONTRACT DOCUMENTS AND PRIORITY:



*[Handwritten signature]*



Blanket Order no: 5000019255

- This Draft FORM OF AGREEMENT
- General Terms and Conditions
- Appendix "A" - "Compensation and Method of Application"
- Appendix "D" - "Scope of Work and Technical Specification"
- Appendix "E" - "HSE\_CR 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 **1<sup>st</sup> January 2021** (the "**EFFECTIVE DATE**") and shall continue in full force and effect for a period of Thirty-six (36) months, subject to termination in accordance with the terms of the CONTRACT.

4.2 CONTRACTOR shall commence the provision of the SERVICE in accordance with the CONTRACT, on the date(s) set out in the CALL-OFF ORDER(S) (the "**COMMENCEMENT DATE**") and shall thereafter proceed with the SERVICE with due expedition and without delay, for the duration of this CONTRACT and in accordance with the provisions this CONTRACT.

4.3 CONTRACTOR acknowledges that the performance of the SERVICE is time critical and shall not assign to other works a priority which affects or interferes with the start, finish or timely performance of each part of the SERVICE in accordance with this CONTRACT.

4.4 COMPANY may extend the CONTRACT for twelve (12) additional months, under the same rates and terms & 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 SERVICE.

#### **6. CONTRACTOR PERSONNEL**

The categories KEY PERSONNEL are as follows:

**Umar Farooqi, General Manager – Digital Services South**

**Haseeb Uddin Hashmi, Senior Manager – Digital Services South**

**Muhammad Zubair, Senior Manager – Corporate Support South**

**Usman Bhutto, Key Account Executive - Karachi**

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

KEY PERSONNEL shall not be replaced or re-assigned by CONTRACTOR without prior APPROVAL.

#### **7. KNOWLEDGE OF AREA OF OPERATIONS**

With reference to Article "Knowledge of area of operations" of the General Conditions, the PARTIES agree that the AREA OF OPERATIONS shall be BHIT GAS PLANT AND KARACHI OFFICE, PAKISTAN.



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## 8. QUALITY ASSURANCE

CONTRACTOR shall submit to COMPANY for approval, within 15 days of the EFFECTIVE DATE, a detailed quality assurance system, an organisation securing the various related functions and a programme covering the various phases of the SERVICES that complies with the requirements more fully detailed in the applicable Schedule. Within 10 days of receipt of the detailed quality assurance system, organisation and 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 system, organisation and programme with the modifications required by COMPANY.

## 9. CALL-OFF ORDER PROCEDURE

- 9.1 With reference to Article "CALL-OFF ORDER" of the General Conditions and 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.
- 9.2 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;
- 9.3 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.
- 9.4 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.
- 9.5 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.

## 10. ACCEPTANCE OF THE SERVICE

- 10.1 CONTRACTOR shall give COMPANY written notice of the completion of the SERVICES. Within fifteen (15) days of receiving such notice COMPANY shall notify CONTRACTOR of the acceptance of the SERVICES or the reasons for not accepting the SERVICES. The acceptance of the SERVICES or part thereof by COMPANY shall not be construed as COMPANY's agreement that the SERVICES or part thereof conforms 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 SERVICES.
- 10.2 Until COMPANY has accepted the SERVICES, in the manner mentioned in par. 1 above, the SERVICES shall not be considered as accepted, either in whole or in part.



## 11. WORK TICKET

- 11.1 Save as otherwise stated in the CONTRACT, CONTRACTOR shall, at the end of each job or month, whichever comes first, submit to COMPANY a Work Ticket, in the form and number requested by COMPANY, covering the SERVICES performed in the month concerned by CONTRACTOR.
- 11.2 The Work Ticket shall quote:

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Blanket Order no: 5000019255

- a) number and date of the Work Ticket and, in where applicable number and date of CALL-OFF ORDER
- b) reference number and date of issue of the CONTRACT;
- c) code number allocated to CONTRACTOR as shown on the CONTRACT;
- d) items billable as listed, numbered and described in the CONTRACT.

11.3 COMPANY shall check the Work Ticket and, if found in order, shall use best endeavours to promptly return it approved to CONTRACTOR. Such acceptance shall be treated as technical acceptance of the SERVICES.

## 12. INVOICING

12.1 Save as otherwise stated in the CONTRACT, CONTRACTOR shall submit a Pro-forma invoice along with all requisite supporting documents, including COMPANY's approved Work Ticket(s).

12.2 The original signed Pro-forma Invoice(s) containing the Work Ticket(s) and the Service Entry Sheet(s) (SES), duly certified by COMPANY's REPRESENTATIVE shall be returned to CONTRACTOR to serve as supporting documentation for invoicing purposes, within 30 days from the date of submission of the Pro-forma Invoice to the COMPANY.

12.3 After receipt of the above stated approvals for Work Ticket(s), Pro-forma Invoice(s) and other supporting documents from the COMPANY, CONTRACTOR will submit the valid and Final Invoice to the COMPANY's Finance department (attention: Accounts Payable).

12.4 In the event that COMPANY disputes a Pro-forma Invoice or a Final Invoice or part thereof, it may withhold processing/payment of that part and process/pay the non-disputed amounts. COMPANY shall notify the CONTRACTOR in writing of its reasons of dispute within 30 days from receiving the Pro-forma/Final Invoice. Alternatively the COMPANY may also opt to decide to reject the Pro-Forma or Final Invoice after stating the reasons of rejection and instruct the CONTRACTOR to re-submit the Pro-forma or Final Invoice after making necessary corrections. Where CONTRACTOR disagrees with the disputed specification, he shall so notify the COMPANY within 30 days upon receipt of the same notification from the COMPANY. Upon resolution of a disputed Invoice, COMPANY shall pay the agreed amount within sixty (60) Days from the date of resolution of the dispute.

12.5 If on the completion of 30 days from date the COMPANY received a Pro-forma or a Final Invoice and no query is raised by the COMPANY, the invoice will be deemed acceptable and be sent forward for further processing/payment and in case of discrepancy is found later, amounts will be adjusted accordingly by means of credit note.

12.6 The PARTIES agree that Invoices shall not cover more than one CALL-OFF ORDER and shall be sent to the following address:

- Attention: Accounts Payable (Enipak.accounts.payable@eni.com)
- 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 35838493

## 13. PAYMENT

With reference to Article "Payment" of the General Conditions, the PARTIES agree that COMPANY will pay CONTRACTOR's invoice(s) within sixty (60) days of receipt, in PKR as for interbank





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transactions declared by State Bank of Pakistan on the date of submission of valid invoices and to the bank account opened in the name of the CONTRACTOR details specified hereinafter:

- **Name of Bank: United Bank Limited**
- **Bank Address: UBL Corporate Branch, Blue Area**
- **Bank Account Title: PTCL OTR Karachi MCA**
- **Bank Account No.: 023902906988**
- **Branch Code No.: 0239**
- **IBAN Number: PK65UNIL0112023902906988**

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

#### **14. DEFECTS LIABILITY**

14.1 CONTRACTOR shall promptly correct, repair, replace or reperform, at COMPANY's sole option and to COMPANY's satisfaction, the SERVICES or any part thereof deemed by COMPANY in its sole opinion to be defective at the sole expense of CONTRACTOR, so that said SERVICE become compliant with the requirements of the CONTRACT at the sole expense of CONTRACTOR and without prejudice to any date for the provision of the SERVICE agreed under the CONTRACT.

14.2 In addition to, and without prejudice to any rights and remedies that COMPANY may have under this CONTRACT or under APPLICABLE LAW, following receipt of any notice issued by COMPANY at any time and from time to time during the period of this CONTRACT and before the expiry of the.....month period (hereinafter "WARRANTY PERIOD"), CONTRACTOR shall promptly correct, repair, replace or reperform, at COMPANY's sole option and to COMPANY's satisfaction, the SERVICES or any part thereof deemed by COMPANY in its sole opinion to be defective at the sole expense of CONTRACTOR.

14.3 If CONTRACTOR fails to meet its obligations pursuant to par. 14.1 of this Article above within a reasonable time, then COMPANY may decide either:

- a) to carry out, or engage others to carry out, the necessary work of correction or reperformance at CONTRACTOR's expense provided that it does so in a reasonable manner and notifies CONTRACTOR of its intention so to do so. CONTRACTOR shall be liable to COMPANY for all costs and expenses reasonably incurred by COMPANY in connection with such correction or reperformance and COMPANY may deduct all such costs and expenses from the CONTRACT PRICE or recover them as a debt from CONTRACTOR at COMPANY's absolute and sole option. CONTRACTOR shall have no liability for any such correction or reperformance except as provided in this par 18.2 a); or
- b) to determine and certify a reasonable deduction in any compensation payable to CONTRACTOR under this CONTRACT; or
- c) to terminate this CONTRACT for material breach in accordance with Article "Contract duration and termination".

14.4 If CONTRACTOR makes or causes any correction, repair or replacement to or reperforms any part of the SERVICES pursuant to paragraph 14.1, the provisions of this Article shall apply for a period of twelve (12) calendar months from the date such correction, repair, replacement or reperformance was completed to COMPANY'S satisfaction.



*[Handwritten signature]*

*[Handwritten signature]*



Blanket Order no: 5000019255

## 15. LIMITATION ON LIABILITY

15.1 CONTRACTOR's maximum aggregate liability pursuant to this CONTRACT whether arising from tort, breach of contract or any other cause of action shall be one hundred percent (100%) of the CONTRACT PRICE.

15.2 Notwithstanding provisions of the par.1 above, none of the following shall be considered in determining whether CONTRACTOR's aggregate liability has been reached:

- a) correction or re-performance of any SERVICES free of charge to COMPANY and/or at CONTRACTOR's expense in accordance with this CONTRACT;
- b) CONTRACTOR's indemnification obligations under Articles "Administrative and Anti-Corruption Liability", "Contractor Personnel", "Compliance with law, permits and authorisations", "Intellectual Property", "Taxes", "Customs Duties and fees", "Liabilities and Indemnities", "Insurance", "Defects Liability" of the General Conditions;
- c) Liabilities with respect to loss or damage arising out of or connected with CONTRACTOR GROUP's fraud, GROSS NEGLIGENCE, WILFUL MISCONDUCT;
- d) Insurance proceeds in respect of a claim under the CONTRACT;
- e) CONTRACTOR's own costs and overheads in connection with the SERVICES;
- f) 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
- g) any liquidated damages paid or payable by CONTRACTOR under this CONTRACT.

15.3 For purposes of clarity, par. 1 above 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.

## 16. LIABILITIES AND INDEMNITIES

16.1 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) loss of, or damage to, the property, owned, hired or leased, of any member of COMPANY GROUP while under the care, custody, control, and/or protection and/or preservation of any member of CONTRACTOR GROUP, in accordance with the CONTRACT
- (d) injury, illness or death of any member of COMPANY GROUP caused by CONTRACTOR GROUP.

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

## 17. INSURANCE

With reference to Article "Insurance" of the General Conditions, the PARTIES agree that:





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17.1 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 to be maintained at the minimum value of PKR 20,000.00
- 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 to be maintained at the minimum value of PKR 20,000.00
- d) a Workmen's compensation insurance as per applicable law PKR 200,000.00
- e) all further insurances as required by APPLICABLE LAW.

17.2 The cost of the insurance above shall be borne by CONTRACTOR and included in the price offer; insurance deductible shall be borne by CONTRACTOR.

17.3 CONTRACTOR shall provide certificates of the insurance required above, upon COMPANY request (after signature of the CONTRACT). If insurance requested in paragraphs c), d, e) f) above is placed by any SUBCONTRACTOR, CONTRACTOR shall provide certificates of insurance of its SUBCONTRACTORS, upon COMPANY request (after signature of the CONTRACT).

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

## 18. LIQUIDATED DAMAGES

18.1 The PARTIES agree that Liquidated damages shall be applied in case breakdown issue is not resolved within the following escalation levels:

Breakdown Resolution Period per Call	Penalty
Resolved within 4 hours / standby provided within 4 hours	Nil
Not resolved within 4 hours / standby not provided within 4hours (for the first 24 hours )	(call-off value/360) *2 per completed day from the time of intimation till resolved or standby is provided
Not resolved / standby not provided. (after the first 24 hours)	5% of the call-off value will be charged per completed day thereafter till resolved or standby is provided

18.2 In case of any hardware failure on four (4) occasion in a quarter, it shall be replaced by equivalent new equipment by the CONTRACTOR at no cost to the COMPANY within two (2) – four (4) hours for head office and eight (8) – Ten (10) hours for remote sites from the time of last failure. Till the replacement is provided, the original equipment has to be kept in running condition or else a standby is to be provided with all services restored.

18.3 If the period of delay for each such failure to observe such obligation in accordance with its terms, exceeds four (4) days , COMPANY may:

- terminate the CONTRACT pursuant to Article "Contract duration and termination" of the General Conditions and engage the services of one or more THIRD PARTIES to complete the execution of the supply;
- agree with CONTRACTOR on a reduction in the CONTRACT PRICE to offset the effects of any damage resulting from a delay in completion of the SERVICES.



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18.4 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.

## 19. ADMINISTRATIVE AND ANTI-CORRUPTION LIABILITY

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





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- a) offering commissions, fees and other benefits to directors, employees or collaborators of COMPANY;
  - b) entering into trade agreements with directors, employees or collaborators of COMPANY which may negatively affect the interests of COMPANY;
  - c) undertaking business activities or entering into agreements with THIRD PARTIES in breach of the principles set out in the Eni Code of Ethics which would negatively affect the performance of the CONTRACT;
  - d) providing directors, employees or collaborators of COMPANY with non-property benefits including gifts, means of transportation and hospitality offers which go beyond the limits of commonly accepted ethical business standards.
- 19.6 CONTRACTOR declares that no conflicts of interests exist, not even potentially, in relation to the performance of this CONTRACT and undertakes to promptly report to COMPANY if any such situation should arise during the performance of the CONTRACT.
- 19.7 With reference to the performance of the activities covered by the CONTRACT, CONTRACTOR declares and warrants that:
- a) any amounts paid under the CONTRACT solely represents payment for the performance of its activities and that no part of such amounts will be transferred, directly or indirectly, to any Public Official or any private party or anyone of their Family Members (meaning the spouse, grandparents, parents, siblings, children, nieces, nephews, grandchildren, aunts, uncles and first cousins of the individual involved and his/her spouse; the spouse of any of these people; and any other individuals who share the same household) for corruption purposes or, however, in breach of applicable laws;
  - b) neither any Public Official, who in virtue of his/her functions may influence or affect the performance of the activities under the CONTRACT, nor any of his/her Family Members, are or will be appointed as CONTRACTOR's directors or employed by CONTRACTOR as employees, consultants, intermediaries or agents;
  - c) any employees or collaborators appointed in respect of the performance of the activities under the CONTRACT shall meet the same requirements as those of CONTRACTOR and shall fulfil any obligations which apply to CONTRACTOR under this Article; that any individual performing activities related to the CONTRACT, including any SUBCONTRACTOR, shall operate only under a written contract imposing conditions and undertakings equivalent to those assumed by CONTRACTOR.
- 19.8 With reference to the performance of activities covered by the CONTRACT, CONTRACTOR undertakes to:
- a) accurately and transparently record in its accounting books any sums received or paid in relation to the CONTRACT;
  - b) adopt and implement, for the entire duration of the CONTRACT, an effective and suitable Anti-Corruption Compliance Program in compliance with the Anti-Corruption Laws, and regularly control and monitor implementation and efficacy thereof;
  - c) promptly inform COMPANY of any criticality, even potential, identified during performance of the CONTRACT and relating to the provisions and undertakings in this Article;
  - d) promptly report to COMPANY of any change occurred in relation to any information provided to COMPANY before the entering into of the CONTRACT, including any changes in the CONTRACTOR's ownership structure;
  - e) promptly report to COMPANY any request or demand for any undue payment of money or other benefit of any kind received by CONTRACTOR in connection with the performance of the CONTRACT;
  - f) keep the documentation related to the performance of any activity covered by the CONTRACT for at least 10 years.
- 19.9 The PARTIES hereby agree that any breach by CONTRACTOR, even partial, of the declarations, warranties and undertakings in this Article, which may be reasonably expected to result in adverse consequences for COMPANY, constitutes a material breach of the CONTRACT and shall entitle COMPANY to unilaterally withdraw from the CONTRACT, even during performance thereof, or terminate the CONTRACT, by delivering notice via registered mail, which shall include a brief summary of the circumstances or of the legal proceedings demonstrating such breach.



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In the event of information that could reasonably imply such breach, pending the required verifications or findings, COMPANY shall have the right to suspend the performance of the CONTRACT by delivering notice via registered mail, which shall include a brief summary of the relevant information. If the information is obtained from the media, COMPANY shall have the right to exercise the above mentioned right when the information has been confirmed by an official document of the Judicial Authority and/or otherwise confirmed by the Judicial Authority.

The exercise of such rights will be to the sole detriment of CONTRACTOR, which shall bear, in all cases, all additional expenses and costs.

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

19.10 COMPANY shall have the right to carry out an audit on CONTRACTOR with reference to the activities under the CONTRACT. To this end, CONTRACTOR undertakes to provide COMPANY with any access, data and information required to carry out such audit and with any information regarding the adoption and implementation of the Anti-Corruption Compliance Program in relation to the activities under the CONTRACT.

## 20. NOTICES

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

COMPANY:

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

CONTRACTOR:

- Attention: **Mr. Usman Bhutto – Key Account Executive**
- Address: CCC Hall, PTCL South Zonal Office, Hatim Alvi Road,  
Clifton Block 5, Karachi
- Tel. No.: 0342 5314593
- Fax No.:
- and copy to:

## 21. REPRESENTATIVES OF THE PARTIES

21.1 COMPANY hereby appoints as its Representative:

- COMPANY REPRESENTATIVE:  
**Mr Taha Lateef - ICT Manager**  
Eni Pakistan Limited  
Email: [Taha.Lateef@eni.com](mailto:Taha.Lateef@eni.com)
- CONTRACT ADMINISTRATOR: **Salman Siddiqui- Networking, Service Desk, TLC Infrastructure Team Leader**  
Email: [Salman.Siddiqui@eni.com](mailto:Salman.Siddiqui@eni.com)  
Telephone: :(92-21 ) 111-111-364

21.2 CONTRACTOR hereby appoints as its Representative:

- CONTRACTOR REPRESENTATIVE:  
**Usman Bhutto- Key Account Executive**  
Email: [usman.bhutto@ptcl.net.pk](mailto:usman.bhutto@ptcl.net.pk)



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Telephone: +92 3425314593, +92 2135810321

- CONTRACTOR ADMINISTRATOR: **Haseeb Uddin Hashmi**- Senior Manager Digital Services South

Email: haseeb.hashmi@ptcl.net.pk

## 22. SURVIVORSHIP

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

- Compliance with Law, Permits and Authorizations
- Defects Liability
- 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 execution of the SERVICES.

IN WITNESS whereof:

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

For and on behalf of **COMPANY**

Signature

Name

\_\_\_\_\_

Title

ENRICO TROVATO  
Managing Director

Date

\_\_\_\_\_

For and on behalf of **CONTRACTOR**

Signature

Haseebuddin Hashmi  
Senior Manager (Corporate)  
Digital Service South  
PTCL Karachi

31-12-2020

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

## GENERAL CONDITIONS

## GENERAL PROVISIONS

- Definitions and interpretations





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2. Variations
3. Administrative and anti-corruption liability
4. Confidentiality
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13. Independent contractor
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23. Knowledge of area of operations

#### **EXECUTION OF THE SUPPLY OF GOODS**

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34. Contract price
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37. Health, safety and environment

#### **COMMUNICATIONS AND CONTRACT MANAGEMENT**

38. Notices
39. Representatives of the parties

#### **WARRANTIES AND LIABILITIES**

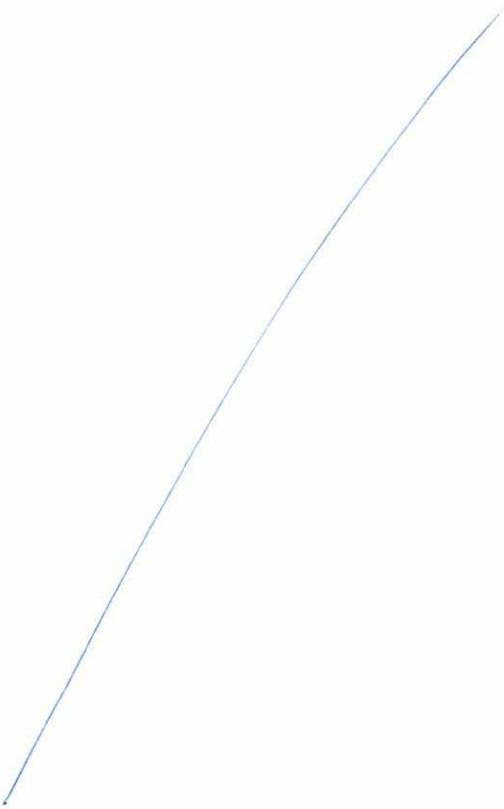
40. Representations and warranties
41. Liabilities and Indemnities
42. Insurance
43. Liquidated damages





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44. Financial security



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## 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.

"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.

"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:

- 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.





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"CONTRACT PRICE" means the full amount of any compensation to be paid by COMPANY to CONTRACTOR in accordance with this CONTRACT for all SERVICES 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 SERVICES;
- 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.

"FINAL DOCUMENTATION" means all documentation whatsoever, drawings and data on electronic, optical and magnetic media related to the provision of the SERVICES, 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.

"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.



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"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 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 technical know-how, copyright, authorship, whether patentable or not, 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 SERVICES 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.

"SERVICES" means all the activities to be rendered by CONTRACTOR pursuant to the CONTRACT.

"SUBCONTRACTOR" means any person, including any vendor or supplier, with whom CONTRACTOR has entered into any contract to provide any such part of the SERVICES 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.





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"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 SERVICES 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.

## **2. Variations**

- 2.1 COMPANY shall have the right at any time during the term of this CONTRACT to require that CONTRACTOR makes any modifications in the SERVICES that COMPANY notifies.
- 2.2 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 any date specified in the CALL-OFF ORDER(for Blanket Order) or (ii) which (in the CONTRACTOR's opinion) will, if adopted, (a) accelerate completion, (b) reduce the cost to the COMPANY of executing, maintaining or operating the SERVICES, (c) improve the efficiency or value to the COMPANY of the completed SERVICES, or (d) otherwise be of benefit to the COMPANY.
- 2.3 CONTRACTOR shall promptly notify COMPANY of the direct effects on the CONTRACT PRICE and/or any date specified in the CALL-OFF ORDER (for Blanket 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 any date specified in the CALL-OFF ORDER (for Blanket 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



*[Signature]*

*[Signature]*



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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.

- 2.4 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 any date specified in the CALL-OFF ORDER (for Blanket Order) and hereby waives its right to request a variation under this CONTRACT in respect thereof.
- 2.5 COMPANY shall have the right, at any time, without additional consent from CONTRACTOR, to order the omission of any sections or parts of the SERVICES and arrange for such SERVICES to be executed by others. In such event, CONTRACTOR shall be entitled to the payment of that portion of the CONTRACT PRICE for the SERVICES 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.
- 2.6 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 SERVICES 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 SERVICES directed by COMPANY shall be included within the VARIATION ORDER.
- 2.7 During any period of notification or discussion of any modification, CONTRACTOR shall continue to carry out the SERVICES, unless otherwise notified by COMPANY.
- 2.8 No change to the CONTRACT PRICE or any date specified in the CALL-OFF ORDER (for Blanket Order) shall be permitted on account of additional work required to remedy defects, to correct errors, acts or omissions attributable to CONTRACTOR or SERVICES not in accordance with the 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.
- 2.9 CONTRACTOR shall not modify or alter any part of the SERVICES 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.
- 2.10 The procedure concerning modifications in the SERVICES is set out in COMPANY's Contract Coordination Procedure/Variation Procedure attached.

### **3. Administrative and anti-corruption liability**

- 3.1 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.
- 3.2 CONTRACTOR has the right to request a paper copy of the documents under letters (a), (b) and (c) at any time.
- 3.3 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).





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- dated 8th June 2001, as well as any other applicable legislation against corruption) (hereinafter "the Anti-Corruption Laws").
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 With reference to the performance of activities covered by the CONTRACT, CONTRACTOR undertakes to:
- accurately and transparently record in its accounting books any sums received or paid in relation to the CONTRACT;
  - 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;
  - promptly inform COMPANY of any changes in the controlling interests;
  - 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;
  - 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;
  - 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.
- 3.8 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.



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- 3.10 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.

#### 4. Confidentiality

- 4.1 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.

- 4.2 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.

- 4.3 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.

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

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

without prior COMPANY APPROVAL. Any proposed release, announcement, advertisement or reference shall be submitted to COMPANY for its review prior to any publication or release for publication.

- 4.5 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.

- 4.6 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





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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.

## 5. Bankruptcy

### 5.1

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



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option, terminate the CONTRACT in accordance with the paragraph "Termination for cause" of the Article "Contract duration and termination".

- 5.2 In any case COMPANY may forthwith terminate the CONTRACT if CONTRACTOR fails to notify COMPANY as aforesaid.
- 5.3 If all or any part of the provision of the SERVICES 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 SERVICES completed and for complete termination of the CONTRACT.

## **6. Assignment of contract**

### **6.1 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.

### **6.2 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.

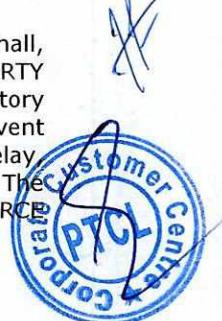
## **7. Subcontracting (Not Applicable)**

## **8. Force majeure**

- 8.1 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.

- 8.2 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:
  - 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.

- 8.3 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.





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- 8.4 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.
- 8.5 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.
- 8.6 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

- 10.1 The PARTIES agree that any and all INTELLECTUAL PROPERTY RIGHTS, if any, related to any result (included but not limited to invention, discovery, improvement), patentable or not, in any way made, conceived or developed by CONTRACTOR under the CONTRACT and/or, achieved, derived from, related to, connected with the provision of the SERVICES by CONTRACTOR 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 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 SERVICES.
- 10.2 Upon COMPANY'S request, 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 RESULTS.
- 10.3 CONTRACTOR declares and warrants that the methods and processes used by it to provide the SERVICES 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, at no cost to COMPANY, to amend or alter the SERVICES or its performance thereof so as to avoid actual, alleged or potential infringement.
- 10.4 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 patent or proprietary or protected right, or any other INTELLECTUAL PROPERTY RIGHTS arising out of or in connection with the performance of the obligations by CONTRACTOR under the CONTRACT. Without prejudice to the above, CONTRACTOR shall not be held liable for the infringement of INTELLECTUAL PROPERTY RIGHTS caused.



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- a. by the use by COMPANY of SERVICES in combination with goods and/or services not supplied by the CONTRACTOR, provided such use is not set in the CONTRACT;
- b. when the SERVICES have been modified, designed and/or produced on the basis of specific requests of COMPANY;
- c. by unauthorized additions or modifications by COMPANY to the SERVICES;
- d. where the use by COMPANY of the SERVICES does not correspond to the CONTRACTOR'S standards and specifications provided under the CONTRACT.

## **11. Contractor personnel**

- 11.1 CONTRACTOR shall at its own cost provide all CONTRACTOR PERSONNEL required for the provision of the SERVICES and shall at all times be responsible for the acts or failures to act of such CONTRACTOR PERSONNEL.
- 11.2 CONTRACTOR shall employ only such CONTRACTOR PERSONNEL as are properly trained, qualified, fit, skilled and experienced in their respective disciplines to provide the SERVICES 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 SERVICES.
- 11.3 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.
- 11.4 CONTRACTOR shall ensure that CONTRACTOR PERSONNEL comply with all reasonable instructions of COMPANY.
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 Any overtime worked by the CONTRACTOR PERSONNEL during the provision of the SERVICES shall be at no extra charge to COMPANY.
- 11.9 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 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.
- 11.10 Should COMPANY require the removal of any CONTRACTOR PERSONNEL:
  - a. Such CONTRACTOR PERSONNEL shall be removed forthwith and shall not be again employed in the provision of the SERVICES without prior APPROVAL.



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- b. CONTRACTOR shall as soon as practicable replace any such CONTRACTOR PERSONNEL with a competent APPROVED substitute, and
- c. CONTRACTOR shall bear all costs and expenses associated with such removal and replacement.

## **12. Compliance with law, permits and authorizations**

- 12.1 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.
- 12.2 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.
- 12.3 When so requested by COMPANY, CONTRACTOR shall assist COMPANY in obtaining such approvals, permits, authorizations, licenses and clearances related to the SERVICES which may only be obtained by COMPANY and shall provide COMPANY with all information as COMPANY may require.
- 12.4 CONTRACTOR shall ensure that the provision of SERVICES shall not be started without the requisite approvals, permits, authorizations, licenses and clearances being obtained from the relevant authorities.

## **13. Independent contractor**

- 13.1 CONTRACTOR shall be an independent CONTRACTOR with respect to the provision of the SERVICES 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 SERVICES hereunder.
- 13.2 COMPANY shall have no direction or control of CONTRACTOR PERSONNEL. The SERVICES 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 SERVICES 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-ventures.

## **14. Audit and records**

- 14.1 CONTRACTOR shall maintain true and complete records of all its activities under or relevant to this CONTRACT.
- 14.2 At all times during the performance of the CONTRACT, CONTRACTOR shall provide COMPANY with accurate and complete information with respect to the provision of SERVICES and the events affecting the provision of the SERVICES. CONTRACTOR shall make available to COMPANY REPRESENTATIVE all relevant planning and reporting documents and shall comply with the reporting requirements in accordance with the CONTRACT.



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- 14.3 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 SERVICES 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 SERVICES 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 SERVICES performed hereunder, and shall have the right to copy and audit such books and records.
- 14.4 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**

- 15.1 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.
- 15.2 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.

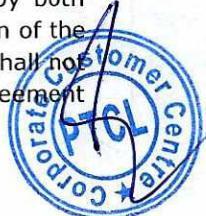
## **17. Third parties**

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



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## 19. Contract duration and termination

### 19.1 Duration

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

### 19.2 Termination procedure

19.2.1 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.

19.2.2 On receipt of a notice of termination, CONTRACTOR shall, unless otherwise directed by such notice, immediately discontinue the provision of the SERVICES 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 SERVICES as may be necessary to preserve and protect the part of the SERVICES being provided

19.2.3 In the event of termination of this CONTRACT, COMPANY may require the assignment of subcontracts to COMPANY.

### 19.3 Early Termination

19.3.1 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.

19.3.2 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 SERVICES 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 in good faith by CONTRACTOR and authorized by COMPANY for services or materials required for the provision of the SERVICES.

19.3.3 Upon such termination, title to and possession of all work, incorporated or to be incorporated in, or deliverable documents related to the SERVICES shall pass to and vest in COMPANY on a "where is, as is" basis.

### 19.4 Termination for Cause

19.4.1 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 SERVICES by within 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 SERVICES 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 SERVICES are wholly in accordance with this CONTRACT;

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;



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- 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%) of such shares or other ownership interest in CONTRACTOR and where such other person did not control over fifty percent (50%) 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 provision of the SERVICES, 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. CONTRACTOR makes variations to the scope of CONTRACT, without COMPANY's APPROVAL;
- l. CONTRACTOR suspends the performance of the SERVICES in the event of arbitration, except as allowed in Article "Dispute Resolution";
- m. CONTRACTOR fails to meet any HSE-CR or Quality Assurance and environmental requirements during the provision of the SERVICES;
- n. 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;
- o. CONTRACTOR fails to secure within the stated time period or to maintain the BANK GUARANTEE or PARENT COMPANY GUARANTEE.
- p. in any other case expressly stated in the CONTRACT also if not listed by this Article.

19.4.2 If COMPANY considers that one of the aforesaid causes of termination exists, except for paragraphs 4.1, f), g) or h), 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.

19.5 If, CONTRACTOR

- i has failed to commenced 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 h) exist,





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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 SERVICES 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.

- 19.6 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.

## **20. 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 SERVICES 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.

## **21. Suspension**

- 21.1 COMPANY may, at any time and, for any reason, suspend the provision of the SERVICES 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 SERVICES affected by the suspension and continue to provide the other parts of the SERVICES.
- 21.2 CONTRACTOR shall promptly resume provision of the SERVICES upon written notice from COMPANY.
- 21.3 Where COMPANY suspends the provision of the SERVICES 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 SERVICES, 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.
- 21.4 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 meet to discuss the various alternatives available, including without limitation amendment of this CONTRACT, continued suspension of performance, and termination of this CONTRACT.

## **22. Dispute resolution**

- 22.1 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



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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.

- 22.2 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.
- 22.3 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".
- 22.4 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.

### **23. Taxes**

- 23.1 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.
- 23.2 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





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- agrees to register with all requisite governmental authorities and fiscal authorities prior to conducting the SERVICE hereunder.
- 23.3 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.
  - (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.
- 23.4 "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.
- 23.5 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.
- 23.6 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



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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.

#### **24. Custom duties and fees**

- 24.1 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 SERVICES 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.
- 24.2 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.
- 24.3 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:
- 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);
  - 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 endeavors to assist CONTRACTOR matters in relation thereto;
  - if governmental permits for the importation of CONTRACTOR's equipment and other items contemplated by this Article include the obligation to re-export, CONTRACTOR 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;
  - 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.

#### **25. 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 where the SERVICES are to be rendered or/and in which the result of the SERVICES be used and that it has evaluated all costs and risks connected therewith, and CONTRACTOR is solely responsible for any misunderstandings and/or inaccuracies from whatever sources, in connection with the aforesaid information including correct interpretation of the data provided by COMPANY.

#### **EXECUTION OF SERVICES**





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## 26. Call Off Order

- 26.1 The performance of any SERVICES 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 perform any one of the SERVICES.
- 26.2 The CALL-OFF ORDER shall specify the particulars of performance of the SERVICES and contain all the information needed by CONTRACTOR to identify the nature of the SERVICES, as well as all reference documents and specifications for the performance of the SERVICES and shall state any additional HSE-CR and Quality requirements to be met.
- 26.3 COMPANY is entitled to change the performance schedules of the SERVICES of each CALL-OFF ORDER as a result of any external factors which, by affecting some types of said SERVICES, will make it necessary to change the schedules, in particular with regard to times.
- 26.4 The CALL-OFF ORDER procedure is detailed in the FORM OF AGREEMENT.

## ECONOMIC SECTION

### 27. Contract price

- 27.1 In consideration for the satisfactory performance of this CONTRACT in accordance with its terms, COMPANY shall pay CONTRACTOR the CONTRACT PRICE in the amounts set out in and in the manner stipulated in Appendix "A" of the CONTRACT – "Compensation and Methods of Application".
- 27.2 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.
- 27.3 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.
- 27.4 No extra charges shall be effective unless agreed in writing and signed by COMPANY.
- 27.5 CONTRACTOR has properly evaluated all costs and contingencies necessary for the completion of the performance of the SERVICES in accordance with the terms of the CONTRACT and CONTRACTOR undertakes to make no claims whatsoever including, inter alia, 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.

### 28. Invoicing

- 28.1 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.
- 28.2 Each invoice shall include the following information:
  - a) reference number and date of issue of this CONTRACT;



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- 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
- 28.3 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.
- 28.4 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.
- 28.5 The PARTIES agree that invoices shall not cover more than one CALL-OFF ORDER (for Blanket Order) and shall be sent to the address specified in Article "Invoicing" of the FORM OF AGREEMENT.

## 29. Payments

- 29.1 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 SERVICES or the country of incorporation. Payment under this CONTRACT shall be made only to this account opened in the name of CONTRACTOR.
- 29.2 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.
- 29.3 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.





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- 29.4 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.
- 29.5 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**

### **30. Health, safety and environment**

- 30.1 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 (add in case of services performed at COMPANY premises only: and shall comply with Appendix "E" - "HSE-CR Requirements" of this CONTRACT and any additional requirements advised by COMPANY from time to time).
- 30.2 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);
  - 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.
- 30.3 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.)



*[Signature]*

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- 30.4 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.
- 30.5 CONTRACTOR shall take all reasonable steps to protect the environment from damage resulting from the provision of SERVICES and shall not, under any circumstances, cause or permit, in connection with the provision of SERVICES, the discharge, emission or release of any hazardous substance or material:
- 30.5.1.1.1.1 except in compliance with APPLICABLE LAW, and/or  
30.5.1.1.1.2 in excess of limits established by APPLICABLE LAW and shall immediately report any such discharges, emissions or releases to COMPANY.
- 30.6 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 SERVICES.
- 30.7 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.
- 30.8 CONTRACTOR shall inform COMPANY forthwith of any injury to, or accident involving, CONTRACTOR PERSONNEL or CONTRACTOR GROUP property connected with the provisions of the SERVICES 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.
- 30.9 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.
- 30.10 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.



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- 30.11 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-fulfilment 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.
- 30.12 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.
- 30.13 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 SERVICES 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".
- 30.14 Failure by CONTRACTOR to comply with the requirements of this Article shall entitle COMPANY to:
- terminate the CONTRACT for material breach;
  - discontinue, in whole or in part, the provision of SERVICES charging CONTRACTOR with any extra costs to COMPANY resulting therefrom, and;
  - enforce the HSE Disciplinary Procedure set out in Appendix "E".
- 30.15 Sunken Items
- When removal of sunken items is compulsory by APPLICABLE LAW or when COMPANY considers that any sunken items may interfere with any COMPANY's operations, CONTRACTOR shall forthwith, after have immediately informed COMPANY, raise and/or remove such sunken items and shall deal with the same as COMPANY may direct. Until such sunken item is raised and removed, CONTRACTOR shall mark and light the involved area and do all such things for the safety of navigation as may be required by the authorities concerned or by COMPANY. The fact that a sunken item is insured and has been declared a total loss shall not absolve CONTRACTOR from its obligations to raise and remove the same.
- If CONTRACTOR (i) fails to immediately inform COMPANY or (ii) fails to diligently comply with COMPANY instructions or (iii) has been involved in any way by any act of omission directly or indirectly in the sinking of any items at sea, CONTRACTOR shall not be entitled to make any claim or request for a VARIATION ORDER hereunder and shall perform the above operations at its own costs, risks and expenses.

#### COMMUNICATIONS AND CONTRACT MANAGEMENT



#### 31. Notices

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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.

### **32. Representatives of the parties**

- 32.1 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.
- 32.2 COMPANY REPRESENTATIVE shall notify CONTRACTOR of all information, instructions and decisions of COMPANY made in connection with the performance of the CONTRACT.
- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 CONTRACTOR REPRESENTATIVE shall notify COMPANY of all information, instructions and decisions of CONTRACTOR made in connection with the performance of this CONTRACT.
- 32.7 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.
- 32.8 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.
- 32.9 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**

#### **33. Representations and warranties**

- 33.1 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;



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- 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.

33.2 CONTRACTOR represents and warrants that:

- e. it is a COMPANY duly organized and validly existing under the laws of the country of 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 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



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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 SERVICES 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 SERVICES with all skill and care utilising sound engineering practices;
- o. CONTRACTOR shall provide the SERVICES 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 SERVICES is adequate, suitable and fit for the purpose of this CONTRACT;
- t. CONTRACTOR shall co-ordinate and properly execute the provision of SERVICES 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 remedy any defects such that the SERVICES are wholly in accordance with this CONTRACT;
- w. CONTRACTOR shall ensure that any TECHNICAL DOCUMENTATION and FINAL DOCUMENTATION shall be free from defects, suitable and wholly in accordance with this CONTRACT;



*[Signature]*

*[Signature]*



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- x. CONTRACTOR shall provide competent superintendence, labour, materials, equipment and all services whether temporary or permanent and all other things of whatever nature required in and for the provision of SERVICES;
- y. CONTRACTOR shall obtain from its SUBCONTRACTORS for assignment to COMPANY the best possible warranties and guarantees with respect to the provision of SERVICES in terms at least as favourable as the requirements of the CONTRACT. In the event that CONTRACTOR obtains more favourable guarantees and warranties from its SUBCONTRACTORS than those stated in this Article, such guarantees and warranties shall be assigned to COMPANY;

#### **34. Liabilities and Indemnities**

- 34.1 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) loss of, or damage to, the property, owned, hired or leased, of any member of COMPANY GROUP while under the care, custody, control, and/or protection and/or preservation of any member of CONTRACTOR GROUP, in accordance with the CONTRACT.
- 34.2 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) of this Article, loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP.
- 34.3 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, including damage resulting and/or arising from defects and/or deficiencies in the SERVICES performed under this CONTRACT.
- 34.4 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:
  - 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.
- 34.5 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 emanating from (i) the reservoir and/or (ii) any property of any member of COMPANY GROUP except when under the care, custody, control, protection and/or preservation of CONTRACTOR GROUP.
- 34.6 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 occurring on the premises of, emanating from the property of, or under the care, custody, control,



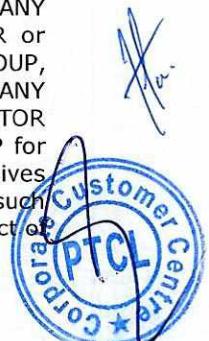
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protection and/or preservation of, any member of CONTRACTOR GROUP (including any marine vessel) and/or from the SERVICES.

- 34.7 CONTRACTOR shall be responsible for (i) removal and, when appropriate, marking and lighting of any wreck or debris arising from or relating to the performance of the SERVICES, 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.
- 34.8 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.
- 34.9 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 performing any part of the SERVICES 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 SERVICES 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.
- 34.10 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.
- 34.11 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.





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### 35. Insurance

35.1 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 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 to be maintained at the minimum value of PKR 200,000.00

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 United States Dollars Ten Million (US\$10,000,000.00) 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 to be maintained at the minimum value of PKR 20,000.00 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 to be maintained at the minimum value of PKR 20,000.00, for any one occurrence;
- e. Such further insurances, if any, as required by APPLICABLE LAW.

35.2 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.

35.3 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.

35.4 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.

35.5 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



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

35.6 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.

35.7 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.

35.8 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 for cause 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.

35.9 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.

35.10 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.

### **36. Liquidated damages**

36.1 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.





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- 36.2 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 obligations for which liquidated damages are applied in accordance with the CONTRACT.
- 36.3 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.

### **37. Financial security**

- 37.1 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.
- 37.2 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.
- 37.3 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:**



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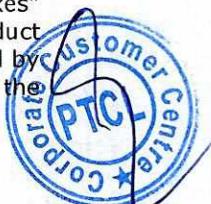
## 1. GENERAL

- 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.



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- 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	1st Year Per Month Cost	2nd Year Per Month Cost	3rd Year Per Month Cost
1	Monthly Recurring Charges for DPLC (Domestic private leased circuit) from Karachi to Bhit 10 Mbps	PKR 400,000.00	PKR 400,000.00	PKR 400,000.00
2	Monthly Recurring Charges for IP Bandwidth 8Mbps at Bhit site	USD 2,000.00	USD 2,000.00	USD 2,000.00
3	1xPRI (primary rate Interphase)for outgoing Voice at Bhit Plant ( fixed monthly line rent)	PKR 5,754.00	PKR 5,754.00	PKR 5,754.00

### 4. NOTES:

- 1- Currency of Quotation: PKR / USD
- 2- Payment Terms & Conditions: Payments shall be made in net 60 Days in from Invoice Receipt date to COMPANY's Finance Department (after delivery of GOODS).
- 3- Rates for item # 2 quoted in USD due to the reason that PTCL pays these Bandwidth charges to International Services Provider in USD. 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.

### ATTACHMENTS

Appendix D - "Scope of Work and Technical Specification"

Appendix E -HSE-CR Guidelines



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## Scope of Work

PTCL Link between

Karachi Office & Bhit Gas Plant

Date created : 28/05/2020  
Date revised :  
Revision :  
:

**TITLE:** Scope of Work – Corporate Link  
Karachi Office & Bhit Gas Plant

**PROJECT:**

**PHASE:**

Activity	Name	Department	Date	Signature
Prepared by	Mohammad Sohail Shahzeb Anwar	Sr. Helpdesk Officer Infrastructure Analyst	03/06/2020	M. Sohail 
Reviewed By	Salman Siddiqui	Networking, Service Desk & TLC Infrastructure Team Leader	02/June/2020	Salman 
Approved by	Taha Lateef	ICT Manager	02-June-2020	Taha 





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## Scope of Work

PTCL Link between

Karachi Office & Bhit Gas Plant

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## Scope of Work

PTCL Link between

Karachi Office & Bhit Gas Plant

### Overview

Bhit Gas Plant is located near Bado Jabal, Sehwan and in order to communicate from Bhit Gas Plant to The Forum, Karachi Office and Milan Head Quarter, a dedicated link has been established with PTCL (Pakistan Tele Communication Limited) via Microwave link and Dark fiber all the way from plant to Karachi Head Office. In addition to that back up link has been established as well in contingency plan i.e 1.7Mbps SCPC VSAT Link from Bhit Gas Plant to Karachi Head Office. Both the circuits are designed active-active, hot-swappable and using separate networking hardware, providing 99.9% connectivity from Bhit Gas Field to Milan HQ via Eni Pakistan, Karachi Office. Below are the details of services required from PTCL at Bhit Gas Plant.

- |    |   |                           |
|----|---|---------------------------|
| 1. | 10 Mbps Ethernet Circuit Karachi-Bhit Gas Plant | Cat-6 Ethernet            |
|    | 10 Mbps DXX Circuit Karachi-Bhit Gas Plant      | 5 x E1 Circuits (Backup)  |
| 2. | 08(4+4) Mbps Internet Bandwidth                 | 4 x E1 Circuits (Primary) |
|    | 8 Mbps Internet Link                            | Cat-6 Ethernet (Backup)   |
| 3. | 2Mbps PRI for outgoing Voice                    | 1 x E1 Circuit            |

### Services in use over this link:

- Microsoft Outlook Exchange
- Office Communicator
- SAP from Milan
- Business & Technical Applications
- Internet connectivity for LAN users
- Internet connectivity for WiFi Users
- Voice extension over PRI
- Data Replication
- VDC/TOIP/MIS Services



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## Scope of Work

PTCL Link between

Karachi Office & Bhit Gas Plant

### Terms & Conditions

- Whenever any complaint for the parts/components of the any Hardware/Peripheral is logged by ENI, the service engineer of the Vendor who attends to the complaint must invariably carry a spare of such part of the Hardware and should replace the same immediately, if required.
- Vendor must ensure end to end labeling of cabling connecting networking equipment and the equipment tagging.
- Break down resolution: All breakdown calls are to be resolved within 2 hours of reporting. If the breakdown issue cannot be resolved within 2 hours, backup route should be arranged to restore the connectivity. The breakdown penalties are as mentioned below.

Breakdown Resolution Period per Call	Penalty
Resolved within 4 hours / standby provided within 4 hours	Nil
Not resolved within 4 hours / standby not provided within 4hours (for the first 24 hours )	(Call-off value/360)*2 per completed day from the time of intimation till resolved or standby is provided
Not resolved / standby not provided (after the first 24 hours )	5% of the call-off value will be charged per completed week thereafter till resolved or standby is provided

- The connection will be terminating on either Fast Ethernet or E1 Interface of Internet Router or WAN router provided by Eni for both ends.
- End to end maintenance of communication link and associated hardware would be vendor responsibility to ensure 99.99% uptime.
- Vendor has to submit escalation chart for any kind of complain report related to the service.
- Dedicated account manager has to be assigned to look after all kinds of technical queries.
- The vendor has to ensure that proper signal strength is received for the Radio Link in Eni Pakistan premises before installation.
- The Vendor and his team will abide by the Safety & Security laws of the Eni.
- All necessary tools, manpower will be the responsibility of the vendor.
- Provide any kind of diagnostic tools to assess the performance of Internet connection usually MRTG





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## Scope of Work

PTCL Link between

Karachi Office & Bhit Gas Plant

- Technical team should be very well aware of both end allocations and changes and update Eni Pakistan accordingly.

### Support Criteria

Guaranteed uptime for ISP service should be 99.99% except for scheduled maintenance windows. Guaranteed response and resolution times are as follows:

- Response time: Monday-Sunday 24/7; all problems.
- Resolution time: Monday- Sunday 48 hours, all problems.

**Response time** is defined as the interval between the initial reporting of the issue and the time the technician contacts the original reporter of the issue.

**Resolution time** is defined as the interval between the initial reporting of an issue and the complete resolution of the issue.

### Escalation (emergency) calls

The following chart provides the required escalation response and problem resolution timelines: Emergency call priority status is defined as follows:

Resp. Level	Definition	Response Time	On-Site Response	Status Updates
Severity 3	Important	4 hours	4-8 Hours	Hourly
Severity 2	Critical	2 hours	4 hours	30 Minutes
Severity 1	Urgent	1 hour	2 hours	15 Minutes

Criteria for determining problem priority status:

1. System down (Urgent)
2. System unstable (Urgent)
3. Poor response time (Critical)
4. Application of critical hardware/software patches (Critical)
5. Users unaware of problems (Important)
6. Application of non-critical hardware/software patches (Important)







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Eni Pakistan Limited

## 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	
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## 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 Contrator & Sub Contractors.

## 2. HSE POLICY & COMMITMENT

### HSE POLICY





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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 3<sup>rd</sup> 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**



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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



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.





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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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Party training course on (at least 02 days) Defensive Driving before mobilization to site and refreshed every **three** years through accredited 3<sup>rd</sup> party training provider for drivers' / operators competency at



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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.



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.





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## 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



## **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.





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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 3<sup>rd</sup> 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**





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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 3<sup>rd</sup> 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 3<sup>rd</sup> 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);





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- 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 3<sup>rd</sup> 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;





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- 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





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- 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





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## 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;

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8. C/S worker has carried out his job with equipments or in presence of chemicals without adoption of due precautions;
9. C/S worker has omitted to don personal protective equipment provided by his Employer;
10. C/S worker/supervisor has omitted to inform Company on every injury, incident or significant near miss;
11. C/S worker is without fit-for-work certificate;
12. C/S worker omits to display his identity badge;
13. C/S supervisor's competence is not formally substantiated;

In the occurrence of situations under points 1 to 10, the disciplinary action remains active until Contract validity has expired; in these cases, Company reserves all rights to implement further actions/measures. In the occurrence of situations under points 11 to 13, the disciplinary action remains active until a safe condition, as was prior to the violation, is restored.

**b) Interruption of contracted activities**

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

or

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

It is applied when:

1. Contractor/Subcontractor (C/S) supervisor omits supervision;
2. C/S supervisor's lack of training and competence has been ascertained;
3. C/S management omits to organize a firefighting/emergency team, including first aiders;
4. C/S management has omitted to designate members of the emergency team and to submit the relevant training certificates to the Company;
5. C/S management has omitted to define and provide personal protective equipment that are suitable for the activity to be performed at the workplace;
6. C/S management has omitted to designate an HSE function assigned to the activities to be carried out at the workplace, and to ensure his training and competence are adequate;
7. C/S management utilizes at workplace equipment/plants that do not meet safety norms and standards (i.e. unsuitable for the hazardous area classification, unsuitable for the activity that they are intended for, uncertified or with expired certification, visibly poor from a maintenance point of view);
8. C/S management do not implement actions finalized to protection of the environment (soil, underground water, surface water etc.) when performing activities that may potentially cause impacts;
9. C/S workforce acts in conflict with environmentally sound practices, with implication for the environment itself and for health of workers and the public.

**c) Sending a letter to Contractor Management**

Company will send a letter of complaint to Contractor Management and, in parallel, a negative feed-back to eni aimed at updating the status of Contractor integrated qualification rating.

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

Activities covered by the Contract will be suspended until Contractor Management has replied with a formal Action Plan that Company and, eventually, eni have considered to be suitable and effective.



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*It is applied when:*

1. Situations like those described in a) and b) are recurrent and Contractor omits to provide information as per points a1) and b1);
2. There is evidence that the Contractor/Subcontractor (C/S) Management has omitted to deliver HSE training to its employees;
3. C/S Management has deliberately omitted to cooperate with Company and other Contractors in safety matters;
4. C/S Management has deliberately omitted to provide information about risks originated from Contractor's activity that can interfere with Company and other Contractors' activities;
5. Contractor Management has omitted to verify that its Subcontractors are fit-for-work in the activities assigned to them;
6. C/S Management omits to deliver suitable information to workers exposed to major risks;
7. C/S Management has omitted to assign the execution of hazardous works to demonstrably expert workers and to carry out a medical surveillance program for them;
8. C/S Management has assigned duties/workloads to workers that are irrespective of their fitness-to-work profile;
9. C/S Management does not report either injuries with more than 1 day out of work occurred at Company site or extended prognosis and close-out certificates;
10. There is no evidence that Contractor Management has carried out at least one HSE meeting with all staff and Subcontractors in order to discuss risks and training programs connected with the specific Contract;
11. C/S Management has omitted to provide all workers with identity badge;
12. C/S Management does not submit data for elaboration of injury trends (worked hours, average workforce, etc.) on a monthly basis.

**d) Formal summons of Contractor to the eni E&P Division Head Office**

Company will formally summon Contractor Management to the eni Head Office for a meeting that can be attended by the Vice president of the Professional Area of the Contract Owner, the HSE Vice president and the Qualification Department of the eni Procurement Directorate where Contractor receives a warning about the real possibility that its entire business with eni worldwide may be jeopardized.

*It is applied when:*

1. Situations like those described in c) are recurrent;
2. Contractor Management has omitted to organize at least one HSE meeting with all staff and Subcontractors in order to discuss risks and training programs connected with the specific Contract

Enrico Trovato  
Managing Director  
February 2020

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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 at 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 Travalio  
Managing Director  
February 2020

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## 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<sup>(1)</sup> 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<sup>(2)</sup> 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

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## 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 pathway 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

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## 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 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

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Annexure-F



**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*

<sup>(1)</sup>HIV: Human Immunodeficiency Virus, <sup>(2)</sup>AIDS: Acquired Immunodeficiency Syndrome

  
Enrico Trovato  
Managing Director  
February 2020

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## 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 resource 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

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## Annexure- H

### **Subcontractor HSE minimum requirements**

List of HSE on/off Requirements	Description of the requirement
<b>Documentation of the Risk Assessment</b>	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
<b>Draft of the HSE Plan relevant to contract activities</b>	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
<b>Contract/SOW HSE Organization</b>	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
<b>HSE Personnel Competences (qualifications and training)</b>	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° ....
<b>Discipline/Trade Supervisors/Coordinators Competences (qualifications and training)</b>	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° ....
<b>Personnel Protective Equipment (PPE)</b>	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° ....
<b>Vehicles</b>	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**





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## 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





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## 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 of ..... in the Contract

#### DECLARER

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



Q

## 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, 3<sup>rd</sup> party fitness certificates of Vehicles and equipment, certification of generators, distribution boxes, main switches and distribution network, Power tools. 3<sup>rd</sup> 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





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**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.



