

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

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

Handover Meeting date: (dd.mm.yyyy) _____
 PRO representative(s): (name, surname, signature) _____
 CH/CA representative(s): (name, surname, signature) _____
 HSE representative(s): (name, surname, signature) _____

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

Contract No	5000018937
Scope of Work	Primary Internet Link for Karachi Office and ERT Site
Contractor Name (in full)	Wateen Telecom Limited
Contractor Representative Contact details	Beenish Syed Email: Beenish.Syed@wateen.com Telephone: +92 (321) 3914530
Contract Value	Total ACV: PKR 4,680,000 equivalent to US\$ 28,484.48 at SAP exchange rate 164.29 Branch General (100%)
Start Date	1-November-2020
End Date	31-October-2023
Options if any	One (1) optional extension of one (1) year
Notice for options if any	15 Days
Type (Blanked, P.O., S.A.)	Blanket Order (Open Contract)
Insurance Policies required (provide the list of applicable insurances and coverages required)	<p>As per Art.20 of the Form of Agreement</p> <p>Employers Liability Insurance 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 to be maintained at PKR 200,000.00;</p> <p>Workmen's Compensation Insurance an insurance of PKR 200,000.00</p> <p>General Third Party Liability Insurance covering Contractor's liabilities arising out of the performance of the CONTRACT to be maintained at Pakistani Rupees Twenty Thousand (PKR 20,000.00);</p> <p>Motor Liability Insurance 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 Pakistani Rupees Twenty Thousand (PKR 20,000.00);</p>

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	All further insurances as required by APPLICABLE LAW.
Compensation Scheme <i>(explain Lump Sum, Price List, reimbursable, cost+ fee, discounts, volume discounts, if any)</i>	As per Appendix – A Art.3 of the Compensation Scheme; Prices will remain fixed for the entire duration of the contract and Payments shall be made quarterly basis in prevailing PKR rates as per appendix A of the contract.
SAP structure (line items) <i>Itemized Y/N, availability of open line Y/N</i>	Yes
Payment Terms	60 Days
Penalties, / Liquidated damages <i>(Explain thresholds and applicability)</i>	No penalties. Liquidated Damages as per Art.21 of the Form of Agreement Liquidated Damages/penalties shall be applied as per the escalation levels defined in Appendix D - scope of work
HSE Requirements	Appendix E – HSE99-00-IN-GD-098-05 Note: As per HSE OPI, the contract falls under Mode 1 and is already covered in the issued guidelines
Subcontracting <u>Note for User:</u> Cascade subcontracting and total subcontracting not allowed	As per Art.7 of the Form of Agreement Subcontracting is not allowed. Any subcontractor authorization in post contract award phase has to be in line with C&P Procedure PR-016-R03 -Management of Sub Contracts
Delivery Terms	As per 1 st Call off Order date
Location	Eni Pakistan Limited Karachi Office and Alternate ERT site (address in Appendix D)

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

The following contract information and documents are handed over from Procurement Dept. to Contract Holder and to HSE on 04/06/2021

PRO representative

Suman Khalid

Buyer's Name & Signature

Syed Salman Ali

Team Leader's Name & Signature

Luigi Chiappa

C&P Manager's Name & Signature

Receipt by:

CH representative

Jahangir Akhter

Jahangir Akhter

HSE representative

Contract Holder Roles and Responsibilities

I hereby acknowledge that I have read and accept the role and responsibilities as a Contract Holder/Administrator below for all contracts used, under my authority as a requesting unit, relating to the procurement of goods and services. A Contract Holder/Administrator has responsibility to manage the Contract, including communication with the Contractor as necessary to ensure it is satisfactorily performed, and undertaking responsibility for the following:

Contract Holder Representative:

Date:

05-Jul-2021

Name, Dept.

Taha Lateef
ICT

Sign:

General:

- The Contract Holder shall ensure that Company's interests are protected through the administration of the contract.
- The Contract holder shall perform the role of Company Representative specified in the Contract.
- Raise Call-Off Orders in a timely manner before the start of the activities
- Monitor contract expiry date and financial validity and ensure timely action (minimum 6 months before expiry and before reaching 70% of ACV), if the duration or financial validity of the contract requires enhancement.
- Analyze Contractor deliverables and work progress measured against Contracts.
- Verify that HSE requirements are adhered to.
- Ensure implementation of Contractor management plans and procedures in compliance with the Contract including filing all the documentation concerning the Contract Management that, when required, shall be at disposal of Control Unit (internal and or external)

*In case SOW requires CR manager signature replace HSE with Security & CR

- Conduct the evaluation of Contractor management practices and deliverables
- Maintain an effective working relationship with the Contractor to facilitate the efficient execution of the Contract.
- Continually review Contracts regarding their effectiveness and in case of ongoing activities continually review to ensure that present service is in line with that originally contemplated.
- Coordinate the verification of the required documentation and the issue of subcontractor's authorization or subcontractor activation approval, in case of Subcontracts already approved in the Contract .
 - Check if activities being subcontracted are listed in Contract among those that can be subcontracted.

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

Administrative:

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

Expediting and Inspection:

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

Performance Feedbacks

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

Feedback should cover the following aspects:

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

Close-Out

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

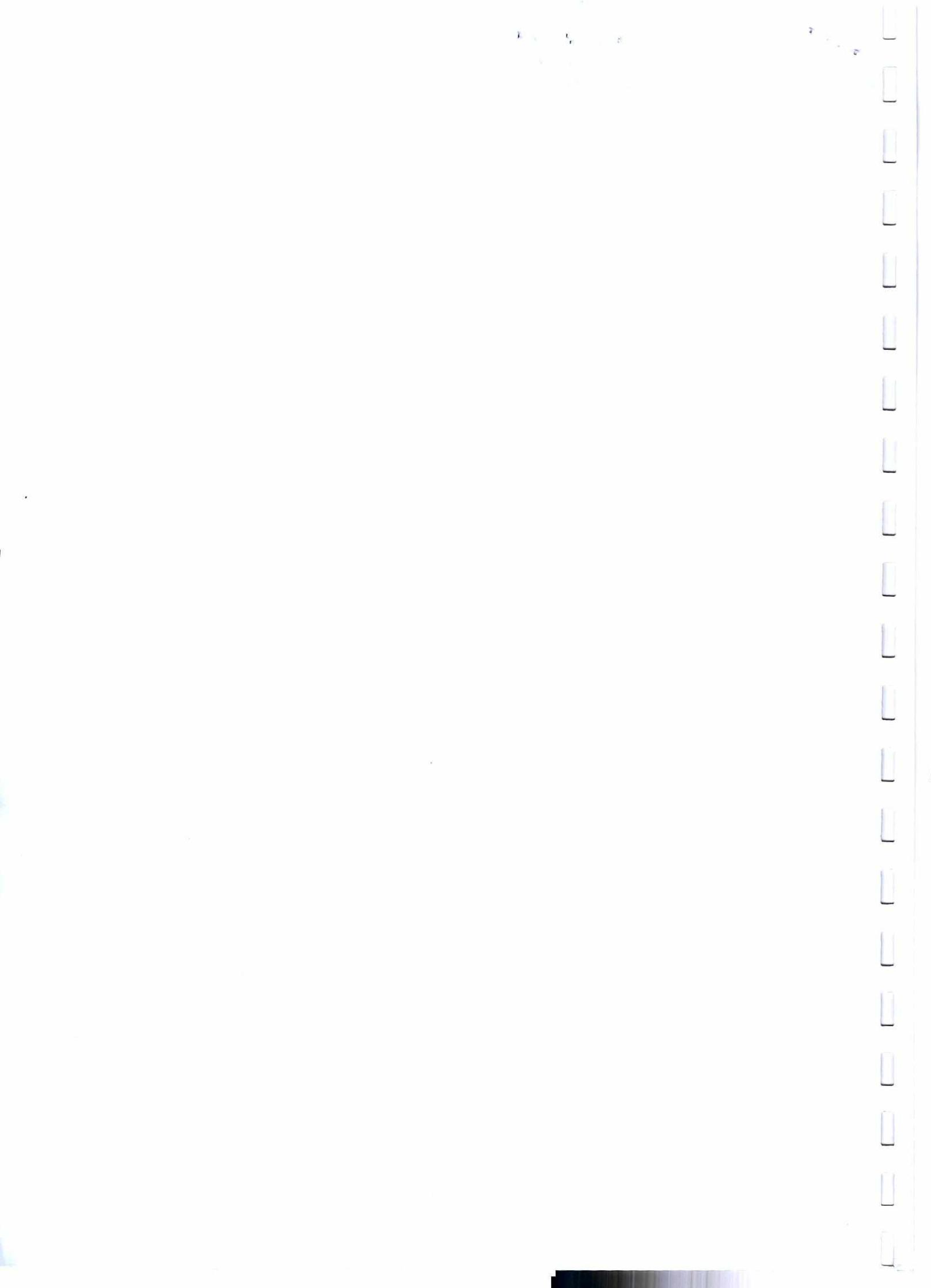
Special Notes from Handover Meeting (for contracts above US\$ 5,000,000)

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: 5000018937

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

GENERAL INFORMATION			
Description:	Primary Internet Link for Karachi Office and ERT Site		
Contractor Name:	WATEEN TELECOM LIMITED	SAP code:	445684
Contractor Address:	Suite# 603, 6th floor, Parsa Tower, Plot # 31-1-A Block- 6, P.E.C.H.S, Main Shahrah- e-Faisal, Karachi, Pakistan		
Buyer Name:	Suman Khalid		
Contract Manager Unit:	ICT Manager		

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ORDER INCLUDES ALL OF THE FOLLOWING PAGES



FORM OF AGREEMENT

With reference to your offer dated 1st October 2020 and subsequent correspondence, **Eni Pakistan Limited** a corporation existing under the laws of England and having its principal place of business at 5th Floor, The Forum, G-20, Block-9, Khayaban-e-Jami, Clifton, Karachi - 75600, Pakistan (hereinafter referred to as "**COMPANY**") hereby award you **Wateen Telecom Limited**, a corporation existing under the laws of Pakistan and having its principal place of business at Suite# 603, 6th floor, Parsa Tower, Plot # 31-1-A Block- 6, P.E.C.H.S, Main Shahrah- e-Faisal, Karachi, Pakistan. (hereinafter referred to as "**CONTRACTOR**") the CONTRACT (hereinafter referred to as "the **CONTRACT**") covering the subject at the following terms and conditions.

1. DEFINITIONS AND INTERPRETATION

The following definitions when capitalized shall apply to this CONTRACT:

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

"COMPANY GROUP" means:

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

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

"CONTRACTOR GROUP" means:

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

"CONTRACT PRICE" means the amounts of compensation to be paid by COMPANY for the performance of the SERVICE in accordance with the provisions of 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 inter alia, to the extent such event or occurrence shall delay, prevent or hinder such PARTY from performing such obligation, war (declared or undeclared), terrorist activities, acts of sabotage, blockade, fire, national strikes (excluding those limited to CONTRACTOR GROUP), riots, insurrections, civil commotions, quarantine restrictions, epidemics, earthquakes, landslides, avalanches, floods, hurricanes, explosions and regulatory and administrative or similar actions or delays to take actions of any governmental authority.



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

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

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

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

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

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

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

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

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

2. THE CONTRACT

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

- This form of agreement
- Appendix "A" - "Compensation and Method of Application"
- Appendix "D" - "Scope of Work and Technical Specification"
- Appendix "E" - "HSE-CR Guidelines"
- Appendix "F" - "OHMS Guidelines"



- Appendix "G" - "Security Guidelines"
- Call-Off Orders

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

3. CONTRACT DURATION AND OPTIONS TO EXTEND

- 3.1. This CONTRACT shall become effective on 1st November 2020 (the "EFFECTIVE DATE") and shall continue in full force and effect until 31st October 2023, subject to termination in accordance with the terms of the CONTRACT.
- 3.2. CONTRACTOR shall commence the provision of the SERVICE in accordance with the CONTRACT for primary internet link at Karachi Office and ERT Site 1st November 2020 (the "COMMENCEMENT DATE") and shall thereafter proceed with the SERVICE with due expedition and without delay, for a period of thirty-six (36) months in accordance with this CONTRACT.
- 3.3. CONTRACTOR acknowledges that the performance of the SERVICE is time critical and shall not assign to other works a priority which affects or interferes with the start, finish or timely performance of each part of the SERVICE in accordance with this CONTRACT.
- 3.4. COMPANY may extend the CONTRACT for twelve (12) additional months, under the same terms and conditions and rates as set forth herein, by giving written notice to CONTRACTOR at least 15 days before the expiration of the CONTRACT.

4. KICK OFF MEETING

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

5. SCOPE OF WORK

- 5.1. The PARTIES agree that in consideration for the payments to be made by COMPANY under the CONTRACT, CONTRACTOR hereby covenants to execute diligently and complete services for providing primary internet link at Karachi Office and ERT Site as is more fully described in the Appendix "D" - "Scope of Work and Technical Specifications", in accordance with the provisions of the CONTRACT.
- 5.2. No minimum work commitment is guaranteed by COMPANY. The performance of any SERVICE under the CONTRACT will be requested in writing by COMPANY to CONTRACTOR by a written Work Order, signed by COMPANY Representative which shall be the only document which formally authorizes CONTRACTOR to perform any one of the SERVICE. The Work Order shall specify the particulars of performance of the SERVICE and contain all the information needed by CONTRACTOR to identify the nature of the SERVICE, any commencement and completion dates, deliverables requested, as well as all reference documents and specifications for the performance of the SERVICE and shall state any additional HSE and Quality requirements to be met.

6. COMPLIANCE WITH LAW, PERMITS AND AUTHORIZATIONS

- 6.1. CONTRACTOR shall comply with, and shall ensure that CONTRACTOR GROUP shall comply with, all APPLICABLE LAW and CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS arising out of or in connection with any breach by CONTRACTOR GROUP of APPLICABLE LAW.
- 6.2. 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.



7. PERFORMANCE

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

8. CONTRACTOR PERSONNEL

- 8.1. CONTRACTOR shall employ for the SERVICE only such personnel as are properly trained, qualified, suitably skilled and experienced to properly perform the tasks assigned to them in a timely and efficient manner and shall bear all cost and expenses whatsoever associated with the employment or contracting of such personnel. CONTRACTOR shall at all times be responsible for the actions or failures to act of such CONTRACTOR personnel. Where COMPANY concludes that any CONTRACTOR personnel does not possess the technical knowledge or skills necessary for the efficient provision of the SERVICE or that the behaviour of any CONTRACTOR personnel is disruptive or undesirable in any manner, COMPANY may so notify CONTRACTOR in writing and CONTRACTOR shall take any corrective measures required by COMPANY including the removal and replacement of such CONTRACTOR personnel at no cost to COMPANY.

9. ASSIGNMENT

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

10. HEALTH, SAFETY AND ENVIRONMENT

- 10.1. CONTRACTOR shall perform and shall ensure that any member of CONTRACTOR GROUP providing the SERVICE shall perform the SERVICE in full compliance with all Health, Safety and Environment protection standards and regulations as required by APPLICABLE LAW and any HSE procedures in force at the Work Place. For the purpose of this Article, "Work Place" shall mean the place of performance of the SERVICE, which shall include COMPANY owned or operated premises, CONTRACTOR's premises and/or any other premises where the activities under the CONTRACT is to be performed for COMPANY.
- 10.2. If such standards, regulations and procedures as per par.1. of this Article do not adequately protect against hazard arising from the SERVICE, CONTRACTOR shall adopt appropriate measures to protect people and properties against such hazard.



- 10.3. CONTRACTOR shall inform COMPANY forthwith of any injury to, or accident involving, CONTRACTOR GROUP personnel or property connected with the SERVICE and the causes, reasons and circumstances of each occurred injury or accident and CONTRACTOR's remedial measures in respect thereof.
- 10.4. Failure by CONTRACTOR to comply with the requirements of this Article shall entitle COMPANY to:
 - a) terminate the CONTRACT for material breach;
 - b) discontinue, in whole or in part, the SERVICE charging CONTRACTOR with any extra costs to COMPANY resulting therefrom.

11. DEFECT LIABILITY

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

12. TERMINATION

- 12.1. COMPANY may terminate the CONTRACT in writing with immediate effect in the event that CONTRACTOR is in breach of the CONTRACT, in which event, CONTRACTOR shall be entitled to no payments from COMPANY and COMPANY shall be entitled to recover from CONTRACTOR any costs and expenses it incurs in connection with such termination.
- 12.2. COMPANY may at its convenience terminate the CONTRACT, or any part thereof, at any time by giving seven (7) calendar day's written notice to CONTRACTOR. In the event of termination under this par.12.2. COMPANY shall, subject to any other provisions of the CONTRACT, pay CONTRACTOR for all SERVICE performed in accordance with the CONTRACT up to the time of termination.
- 12.3. COMPANY in its sole discretion may suspend the performance of the CONTRACT for any reason and at any time by giving written notice thereof to CONTRACTOR. Where COMPANY suspends performance under this par.12.3, CONTRACTOR shall be entitled to compensation for any reasonable, documented costs incurred directly as a result of the suspension.

13. LIABILITIES

- 13.1. All exclusions and indemnities given under this Article "Liabilities" shall apply irrespective of cause and notwithstanding negligence or breach of duty (whether statutory or otherwise) and shall apply irrespective of any claims in tort, under this CONTRACT or APPLICABLE LAW. However, the exclusion of liability and indemnities shall not apply and may not be relied on (i) by COMPANY GROUP to the extent that any claim or liability was caused by its GROSS



NEGLIGENCE, WILFUL MISCONDUCT or fraud or (ii) by CONTRACTOR GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE, WILFUL MISCONDUCT or fraud.

- 13.2. CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS of whatever nature and howsoever caused, in respect of or arising out of:
 - a) injury, illness or death of any member of CONTRACTOR GROUP;
 - b) loss of, or damage to the property, owned, hired or leased, of any member of CONTRACTOR GROUP.
- 13.3. COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS of whatever nature and howsoever caused, in respect of, or arising out of:
 - a) injury, illness or death of any member of COMPANY GROUP;
 - b) loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP.
- 13.4. CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY (i) caused by any member of CONTRACTOR GROUP or (ii) arising from the defects in SERVICE.
- 13.5. Subject Article 13.4. (ii) COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY caused by any member of COMPANY GROUP.
- 13.6. Notwithstanding any provision to the contrary elsewhere in the CONTRACT, and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the CONTRACT, (i) neither COMPANY nor COMPANY GROUP, shall under any circumstances, be liable to CONTRACTOR or CONTRACTOR GROUP for CONSEQUENTIAL LOSS, and CONTRACTOR hereby waives any claim it may at any time have against COMPANY GROUP in respect of any such damages, and (ii) neither CONTRACTOR nor CONTRACTOR GROUP, shall under any circumstances, be liable to COMPANY or COMPANY GROUP for CONSEQUENTIAL LOSS and COMPANY hereby waives any claim it may at any time have against CONTRACTOR GROUP in respect of any such damages, provided however, that such waivers shall not extend to any claim in respect of any fees, charges or other amounts due under this CONTRACT.
- 13.7. The indemnified PARTY in this CONTRACT shall, at all times, have the right to be represented by its own counsel at its own cost and expense and to participate in the defence of any action relating to such matter in which it may be named as a defendant.

14. INSURANCE

- 14.1. CONTRACTOR shall place and maintain throughout the term of the CONTRACT:
 - a) an insurance, or another form of compensation, covering personal injury to, or death of, employees of the CONTRACTOR engaged in the performance of this CONTRACT;
 - b) a Third Party Liability Insurance (or Public Liability or General Liability) covering Contractor's liabilities arising out of the performance of the CONTRACT to be maintained at the minimum value of PKR 200,000
 - 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
 - d) an Employers Liability Insurance to be maintained at the minimum value of PKR 200,000
 - e) Workmen's compensation insurance as per applicable law PKR 200,000.00
 - f) all further insurances as required by APPLICABLE LAW.



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

14.3. CONTRACTOR shall provide certificates of the insurance required above, upon COMPANY request (after signature of the CONTRACT). 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).

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

15. LIQUIDATED DAMAGES

15.1. 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 escalation levels/standby provided within escalation levels	Nil
Not resolved within escalation levels/standby system not provided within escalation levels	(Call off value/360) *2 of the call off value per completed day from the time of intimation until it is resolved or standby is provided. To the maximum of 10% of the call off value
Not resolved/standby not provided	5% of the call off value will be charged per completed day thereafter till resolved or standby is provided. To the maximum of 10% of the call off value.

15.2. 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.

15.3. 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 for material breach

15.4. 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.

16. TAXES

16.1. 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.

16.2. 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 agrees

A handwritten signature in blue ink, appearing to read "M. A. Khan".



to register with all requisite governmental authorities and fiscal authorities prior to conducting the SERVICE hereunder.

16.3. 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 fulfil its obligations to justify such reduced rate and COMPANY is subsequently penalised by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.
- (iv) No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for Withholding Taxes. The CONTRACTOR will also be solely responsible for its ability or inability to recover tax credit from the fiscal authorities of the relevant country.

16.4. "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.

16.5. 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.

16.6. 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 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.

17. CALL-OFF ORDER PROCEDURE

- 17.1. On the basis that no minimum work commitment is guaranteed herein, the SERVICES to be performed shall be requested from time to time by COMPANY with a CALL-OFF ORDER signed by the authorized attorneys of both PARTIES.
- 17.2. 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.
- 17.3. 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.
- 17.4. 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.
- 17.5. 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.

18. CONTRACT PRICE

- 18.1. In consideration for the satisfactory performance of this CONTRACT in accordance with its terms, COMPANY shall pay CONTRACTOR the amounts set out in, and in the manner stipulated in the CONTRACT. The CONTRACT PRICE shall remain fixed and not be subject to any adjustment or escalation during the term of this CONTRACT.
- 18.2. CONTRACTOR has properly evaluated all costs and contingencies necessary for the completion of the performance of the SERVICE in accordance with its terms and CONTRACTOR undertakes to make no claims whatsoever or requests for variations, for price adjustments and/or time extensions based on its failure sufficiently to evaluate such costs and contingencies or for its reliance on COMPANY supplied information and data and CONTRACTOR hereby waives any right to demand any such additional compensation howsoever arising.

19. INVOICING

- 19.1. 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).
- 19.2. 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.





- 19.3. 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).
- 19.4. 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.
- 19.5. 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.
- 19.6. The PARTIES agree that Invoices shall not cover more than one CONTRACT 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

20. PAYMENT

- 20.1. With reference to Article "Payment" of the General Conditions, the PARTIES agree that COMPANY will pay monthly recurring charges to CONTRACTOR's invoice(s) on quarterly basis within sixty (60) days of receipt, in PKR on the date of submission of valid invoices and to the bank account opened in the name of the CONTRACTOR details specified hereinafter:

- Bank Name: Bank Al-Falah Limited
- Bank Address: Bank Al-Falah Limited Gulberg Lahore Pakistan
- Account Name: Wateen Telecom Limited
- Account Number: 0028-1003622477
- SWIFT Code: ALFHPKKAGBL
- IBAN Number: PK29ALFH0028001003622477

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

- 20.2. Any payment made by COMPANY hereunder, including the final billing under this CONTRACT, shall not prevent COMPANY from filing claims or prejudice its right to recover the amount of such claims however they may have arisen, or constitute a waiver by COMPANY of any of its rights under this CONTRACT or APPLICABLE LAW. Without prejudice to the generality of the foregoing, COMPANY may recover any sums paid to CONTRACTOR by mistake of law or fact.
- 20.3. In case of update of bank details, Contractor will submit revised bank details to Finance (Accounts Payable) on their letterhead signed by contract signatory

21. FORCE MAJEURE

- 21.1. The PARTIES shall be relieved from liability under this CONTRACT to the extent that owing to FORCE MAJEURE they have failed to comply with their respective obligations under this



CONTRACT. Each PARTY shall take such reasonable measures, and the PARTIES shall co-operate in good faith to take jointly such reasonable measures as are necessary to minimize the duration of the FORCE MAJEURE and the consequences thereof. Each PARTY shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of FORCE MAJEURE.

22. INTELLECTUAL PROPERTY RIGHTS

- 22.1. Any intellectual property rights that are made, discovered or developed by CONTRACTOR GROUP in the course of or by reason of the performance of the CONTRACT shall be the property of COMPANY and shall be considered confidential information of COMPANY. CONTRACTOR shall forthwith at the request and cost of COMPANY at any time take all steps and execute all documents necessary to enable COMPANY to hold title to such intellectual property rights and obtain the relevant protection therefore.
- 22.2. CONTRACTOR warrants that (I) the method and processes used by it to perform the CONTRACT and (ii) the SERVICE does not infringe any intellectual property rights of any person and CONTRACTOR shall be liable for and shall provide guaranteed reimbursement, indemnify and hold harmless COMPANY GROUP from any and all liabilities, claims (including any liens and other encumbrances against property), judgements, losses, fines, penalties, expenses and any costs relating thereto (including but not limited to court costs and lawyers' fees) in respect of infringement of any such intellectual property rights.

23. CONFIDENTIALITY

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.
- 23.4. 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.

- 23.5. 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.
- 23.6. Moreover, CONTRACTOR undertakes, on its behalf and on behalf of the PARTIES CONCERNED, to respect the rules of conduct for the protection of confidentiality of Inside Information (hereinafter "INSIDE INFORMATION"), as provided by the applicable legislation. To this end, provided that (i) under this CONTRACT, CONTRACTOR could become aware of INSIDE INFORMATION - as defined by art. 7 of EU Regulation No. 596/2014 on market abuse (the "MAR") - transmitted in any form, regarding directly or indirectly COMPANY; (ii) if it becomes aware of such INSIDE INFORMATION, under the terms and conditions provided for by the above mentioned legislation , CONTRACTOR would be entered in the COMPANY "Insider List" (i.e. Register of Persons with Access to INSIDE INFORMATION of COMPANY) and should establish its own Register for the aforementioned INSIDE INFORMATION, taking all reasonable measures to ensure that all persons listed in its own Register acknowledge, in writing, that they have been informed of the associated legal obligations and are aware of the applicable sanctions.

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

- a. to treat the INSIDE INFORMATION as strictly confidential, keep it secret and not disclose it or make it known to unauthorized persons, except for specific request to that effect by the competent authorities. In such case, CONTRACTOR shall inform the COMPANY and agree on the modalities of communication of INSIDE INFORMATION to the said authorities;
- b. to refrain- ensuring that the PARTIES CONCERNED will refrain too - from using the contents of INSIDE INFORMATION, from reproducing or taking extracts or summaries thereof, for purposes other than lawful and authorized ones relevant to the performance of this CONTRACT;
- c. to adopt all measures reasonably possible to ensure and protect, in whole and in part, in any form and in any case, the confidentiality of the INSIDE INFORMATION, in relation to anyone.

In particular, CONTRACTOR undertakes to limit the disclosure of INSIDE INFORMATION within its own organization to those PARTIES CONCERNED whose roles justify their having knowledge of the INSIDE INFORMATION and only to extent necessary for the performance of this CONTRACT; also, CONTRACTOR:

- declares that it has implemented appropriate tools in order to ensure the confidentiality of INSIDE INFORMATION;
- undertakes to treat such INSIDE INFORMATION with a degree of confidentiality, diligence and caution that meet those required by the applicable legislation and its own regulations on the processing of its own confidential information and INSIDE INFORMATION.

Should INSIDE INFORMATION be transmitted, in full or in part, to PARTIES CONCERNED, for lawful and authorized purposes, CONTRACTOR undertakes to inform them of the obligations arising out of this CONTRACT and obtain from them an analogous confidentiality undertaking, if no legal, statutory or contractual obligations of a similar nature exist;



- d. acknowledges that INSIDE INFORMATION must be managed in compliance with the obligations required by laws and by regulations, including the Italian Financial Conduct Authority (Consob) communications on the matter;
- e. acknowledges that the above commitments, arising from the legislation on market abuse, are binding until the INSIDE INFORMATION maintains its inside nature. However, CONTRACTOR and the PARTIES CONCERNED, as well as people belonging to its own organization, agree to keep confidential the INSIDE INFORMATION acquired during the performance of the CONTRACT.

24. GOVERNING LAW

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

25. DISPUTES RESOLUTION

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

26. ADMINISTRATIVE AND ANTI-CORRUPTION LIABILITY

- 26.1. 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.
- 26.2. CONTRACTOR has the right to request a paper copy of the documents under letters (a), (b) and (c) at any time.
- 26.3. 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 dated 8th June 2001, as well as any other applicable legislation against corruption) (hereinafter "the Anti-Corruption Laws").
- 26.4. 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.
- 26.5. 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.
- 26.6. 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.



- 26.7. With reference to the performance of activities covered by the CONTRACT, CONTRACTOR undertakes to:
- a) accurately and transparently record in its accounting books any sums received or paid in relation to the CONTRACT;
 - b) promptly inform COMPANY of any information relating to pending investigations, proceedings, sanctions or decisions against it and its Principals (meaning each direct owner of CONTRACTOR, each member of the Board of Directors, managing director, general director, or equivalent figure) - even if not definitive - related to conduct contrary to Anti-Corruption laws and Anti-mafia legislation;
 - c) promptly inform COMPANY of any changes in the controlling interests;
 - d) promptly inform COMPANY of any request or demand for any undue payment of money or other advantage received in connection with the performance of the CONTRACT;
 - e) keep the documentation related to the performance of any activity covered by the CONTRACT, including the documents relevant to the selection of any SUBCONTRACTORS and the performance of each activity by any of these, for the time required by the applicable legislation;
 - f) not to subject its workers to working conditions, methods of surveillance or degrading housing situations in violation of applicable legislation. COMPANY reserves the right to carry out inspections and audits in the event that it becomes aware of circumstantial information that reasonably infers the violation of the provisions contained in this letter f). To this end, CONTRACTOR agrees to provide COMPANY with all the information related to the performance of the CONTRACT in the manner agreed to by the PARTIES.
- 26.8. 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.
- 26.9. 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.
- 26.10. 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.

27. MISCELLANEOUS

- 27.1. Independent Contractor. CONTRACTOR shall be an independent CONTRACTOR with respect to the performance of the SERVICE with exclusive control over its equipment, materials and personnel and neither CONTRACTOR nor anyone employed by CONTRACTOR shall be deemed for any purpose to be the employee, agent, servant, borrowed servant or representative of COMPANY in the performance of any work or service hereunder. COMPANY shall have no direction or control of CONTRACTOR, CONTRACTOR personnel or SUBCONTRACTORS. The actual performance and supervision of the activities under the CONTRACT shall be by CONTRACTOR, but COMPANY or its authorized representatives shall have full and complete access to the operations to determine whether the SERVICE is being performed by CONTRACTOR in accordance with all provisions of the CONTRACT. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby COMPANY and CONTRACTOR would be jointly liable as partners or co-ventures.
- 27.2. Entire agreement. This CONTRACT constitutes the entire agreement between the PARTIES in respect of the subject matter and supersedes all prior correspondence, negotiations, understandings, discussions and agreements, either written or oral, between the PARTIES



Blanket Order No: 5000018937

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.

- 27.3. Third Parties. Except as otherwise specifically set forth in this CONTRACT: (a) nothing expressed or referred to in this CONTRACT shall be construed to give any person or legal entity, other than the PARTIES any right, remedy or claim under or with respect to this CONTRACT or any provision of this CONTRACT, and (b) this CONTRACT and all of its provisions are for the sole and exclusive benefit of the PARTIES. No person or legal entity other than the PARTIES shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this CONTRACT.

28. NOTICES

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

COMPANY:

- Attention: Taha Lateef – ICT Manager
- Address: Eni Pakistan Limited
5th Floor, The Forum, G-20, Block 9
Khayaban-e-Jami, Clifton
Karachi-75600 (Pakistan)
- Tel. No.: 021-111-111-364

CONTRACTOR:

- Attention: Beenish Syed (Key Accounts Manager)
- Address: Suite# 603, 6th floor, Parsa Tower,
Plot # 31-1-A Block- 6, P.E.C.H.S,
Main Shahrah- e-Faisal, Karachi, Pakistan
- Tel. No: +92 (321) 3914530

29. REPRESENTATIVES OF THE PARTIES

COMPANY hereby appoints as its Representative:

29.1. Company Representative

Taha Lateef (ICT Manager)
Email: Taha.Lateef@eni.com
Tel. No.: (92-21) – 35879951

29.2. Contract Administrative

Salman Siddiqui (Networking, Service Desk, TLC Infrastructure Team Leader)
E-mail: Salman.Siddiqui@eni.com
Telephone: (92-21) – 35879951

29.3. CONTRACTOR hereby appoints as its Representative:

Beenish Syed (Key Accounts Manager)
E-mail: beenish.syed@wateen.com
Tel No.: +92 (321) 3914530

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



30. GOVERNING LAW

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

31. PRIVACY

- 31.1. The PARTIES declare that they have mutually acknowledged compliance with the obligations related to applicable personal data protection law, each for the part under its responsibility.
- 31.2. The PARTIES acknowledge that they both act as autonomous data controllers and are committed to operate in full compliance with the applicable personal data protection law in relation to the data processing activities related to the performance of this CONTRACT.
- 31.3. In this regard, the CONTRACTOR shall indemnify and hold harmless the COMPANY from any prejudice resulting from the failure or improper fulfilment of the above obligations, accepting to pay compensation in case of damages, costs and expenses (including legal fees) deriving from the levying of any administrative sanctions and/or claims proposed by data subjects on the basis of their rights under current legislation on the protection of personal data, as well as any other charges made by the competent Supervisory Authority, if liability derives from the active or omission conduct of the CONTRACTOR.
- 31.4. The PARTIES acknowledge that: the COMPANY is the Data Controller (hereinafter the "Data Controller") and the CONTRACTOR possesses the experience, reliability, skills and facilities required to implement the technical and organizational measures required for being appointed as Data Processor in order to comply with data protection legislation under Regulation (EU) 2016/679 ("GDPR" or "General Data Protection Regulation"). This stated, the PARTIES agree that the CONTRACTOR is hereby designated by the Data Controller as Data Processor (hereinafter the "Data Processor"), under the applicable data protection law, with reference to the following:
- data processing activities: **SEE NOTE 1**
 - type of data: **SEE NOTE 2**
 - categories of data subjects: **SEE NOTE 3**
- 31.5. The CONTRACTOR, as Data Processor, guarantees that the processing of personal data related to the execution of the CONTRACT will be performed for lawful and transparent purposes, in accordance with the purposes of this CONTRACT and in accordance with the instructions issued by the Data Controller. The processing must not exceed these purposes and must be performed in accordance with the provisions of the applicable data protection law. In particular, the Data Processor agrees to:
- process the Data in a transparent and lawful way, in compliance with the applicable data protection law and for the sole purposes associated with the performance of this CONTRACT;
 - ensure that personal data processing is performed in accordance with the privacy information notice provided to the data subjects with respect to the processing performed for the performance of the CONTRACT and in full compliance with the consent expressed by them, where necessary, or of any other processing purposes permitted by law;
 - ensure that the data processed is complete, up to date and does not exceed the scope of the processing, making sure, as far as possible, that anonymous data or suitable methods (e.g. pseudonymization) are used, so that the data subject is identified only when necessary;
 - ensure that personal data is not disclosed to unauthorized third parties, except in cases where the data subject has given his/her consent or the disclosure is permitted by law (e.g. for the fulfilment of a contractual obligation with the data subject or legal requirements; in the context of internal communications for administrative and accounting reasons; to defend the rights of the Company in respect of a judgment or in pre-litigation);
 - locate and designate the persons authorized to perform processing and provide them with the instructions, supervising each operation, ensuring they will maintain confidentiality and comply with the security measures adopted by the Data Processor under the applicable data protection law;



- adopt and implement the adequate security measures required under the applicable data protection law, as well as those imposed by any other legal provision or regulation while performing the duties referred to in the CONTRACT;
- allow the Data Controller, through a delegate or the Data Protection Officer ("DPO") appointed by the Data Controller, to exercise power of control and, for this purpose, send to the Data Controller, upon request, a report on how instructions were followed and the consequent measures adopted, and on the problems encountered during their application;
- adopt adequate technical and organizational measures to allow Data Subjects to exercise their rights as provided under the applicable data protection law, and facilitate the exercise of such rights within the limits of the Processor's area of responsibility, as identified in the CONTRACT. When requested by the Data Controller, the Data Processor must respond promptly to any requests submitted by Data Subjects, within the limits of the Processor's area of responsibility;
- cooperate with the Data Controller in the case of inquiries, inspections and any other request from the competent Supervisory Authority, and ensure general compliance with the regulations it has issued, within the limits of the Data Processor's area of responsibility;
- give the Data Controller all information with regard to any relevant issue under the applicable data protection law. The Processor is not authorized to make independent decisions in relation to data processing purposes and methods. If required by necessity or urgency, the Processor shall inform the Controller promptly to allow the latter to adopt the appropriate decisions. In any case, if the Data Controller's instructions, legislative and/or regulatory changes or the Supervisory Authority's provisions should involve additional costs and/or activities to be incurred by the Data Processor, each PARTY shall bear its own respective charges.
- promptly, or within 24 hours of receiving the notification, inform the Data Controller, or the DPO appointed by the Data Controller directly, as specified in the applicable data protection law, of any data breaches, suspected or actual (e.g. a breach of the security systems that results in the accidental or unlawful destruction, loss or alteration of the personal data transmitted, stored or otherwise processed, or the unauthorized disclosure or access to such data), that have occurred in the context of personal data processing performed in the execution of the CONTRACT;
- promptly, or within 24 hours of receiving the notification, inform the Data Controller, or the Data Controller's DPO directly, of every instance, complaint, appeal, report or request submitted by data subjects concerning the exercise of their rights to privacy, in accordance with the provisions of the applicable data protection law. The Data Processor must also connect with the Data Controller and provide all the information necessary to respond to requests directly forwarded by data subjects to the Data Controller in accordance with the provisions of the applicable data protection law.

If the CONTRACTOR intends to use external parties (SUBCONTRACTORS), having the required technical competence and expertise, for the performance of the activities referred to in the CONTRACT, they shall:

- give prior notice to the Data Controller and obtain its authorization;
- in all cases, conclude an agreement with the SUBCONTRACTORS that imposes the same obligations relating to personal data protection by which the CONTRACTOR is bound, and also undertake to send a copy of the agreement signed with the SUBCONTRACTORS to the Data Controller, keeping an up-to-date list for it;



Blanket Order No: 5000018937

- if these parties are based in non-EU countries, the Data Processor undertakes to adopt all the measures specified in the applicable data protection law in order to ensure that the personal data processing performed on behalf of the Data Controller is performed with a level of protection that meets the protection standards provided for in the applicable national and European provisions and in accordance with these instructions.
- 31.6. If the SUBCONTRACTOR appointed as data processor infringes its obligations relating to data protection, the CONTRACTOR, as the original Data Processor, is fully liable to the Data Controller for the non-fulfilment of obligations by the SUBCONTRACTOR.
- 31.7. This appointment of the CONTRACTOR as Processor shall be effective for the entire duration of the CONTRACT and until termination of this CONTRACT for whatever reason.
- 31.8. In case of termination of the CONTRACT, and consequent termination of Personal Data processing by the CONTRACTOR, the latter, upon the decision of the Data Controller, must delete or return all the data and any existing copies of it, unless their storage is required by applicable law.
- 31.9. Additionally, the CONTRACTOR undertakes, in its own name and on behalf of its personnel or Persons in Charge of the Processing, to fulfil the confidentiality obligations for all data; these obligations shall survive the termination of the Data processing services by the CONTRACTOR.

NOTE 1: indicate one or more of the following processing activities: collection, recording, organization, structuring, retention, adaptation or modification, extraction, consultation, use, communication via transmission, dissemination or any other form in which it can be made available, comparison or interconnection, restriction, deletion or destruction.

NOTE 2: indicate one or more of the following types of data: ordinary personal data; special categories of personal data such as: sensitive data, judicial data, genetic data, biometric data; geolocation data.

NOTE 3: indicate one or more of the following categories of data subjects: clients, employees, third parties.

IN WITNESS whereof:

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

For and on behalf of COMPANY	For and on behalf of CONTRACTOR
Signature:	Signature:
Name: ENRICO TROVATO	Name: ADIL RASHID.
Title: Managing Director	Title: CEO
Date: 29 th OCTOBER '2020	Date: 1 st NOVEMBER '2020

**APPENDIX A Compensation Scheme and Method of Application****1. GENERAL**

- 1.1. For the due and proper performance and the full completion of the SERVICES in accordance with the CONTRACT, CONTRACTOR shall be compensated solely by means of the prices and rates contained within this Appendix A.
- 1.2. COMPANY will not pay for any cost not included by CONTRACTOR in the prices and rates explicitly mentioned in this Appendix A, unless mutually agreed to the contrary between PARTIES.
- 1.3. All prices and rates set forth within this Appendix A shall be in PKR and all payments under this CONTRACT shall be made in sixty (60) days.
- 1.4. All prices and rates set forth within this Appendix A shall remain fixed and unchangeable for the whole duration of the CONTRACT and shall be subject neither to any adjustment nor to any escalation and currency fluctuation, unless stated specifically otherwise herein.
- 1.5. The unit rates set out in this Appendix A shall be valid in the event COMPANY increases or decreases the quantity of SERVICES ordered.
- 1.6. The rates detailed within this Appendix A shall include all costs associated with the provision of all necessary permits and licenses, as well as to keep all of them up to date and valid along the duration of the CONTRACT.
- 1.7. All taxes, fees, licenses, permits, charges and contributions raised by law and/or exacted, levied, or assessed on CONTRACTOR by any governmental authority incidental to the performance of the SERVICES and/or furnishing of equipment and/or materials by CONTRACTOR under the CONTRACT, excluding Value Added Tax ("VAT"), if applicable. VAT, if applicable, shall be mentioned separately. No additional amount will be paid to CONTRACTOR for or on account of CONTRACTOR's payments of or liability for any such taxes, fees, licenses and charges. With reference to Article "Taxes" of the General Terms and Conditions of the CONTRACT, COMPANY shall deduct Withholding Tax, on all amounts payable under the CONTRACT wherever required by the fiscal laws and/or Bilateral Treaties. No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for Withholding Taxes.

2. COMPENSATION SCHEME

- 2.1. The compensation shall be as follows:

S.No	Links Description	Year 1 (2020-21) Monthly Recurring Charges (PKR)	Year 2 (2021-22) Monthly Recurring Charges (PKR)	Year 3 (2022-2023) Monthly Recurring Charges (PKR)
Main Requirement				
1	50 Mbps Primary Internet Link via GPON + Metro (failover) fibre at Karachi Head Office	75,000	75,000	75,000
2	4 Mbps P2P layer 2 Data Link (ALT ERT Site)	40,000	40,000	40,000



Blanket Order No: 5000018937

(Optional) Additional Requirement (if required)				
1	Reduced 10 Mbps with respect to 50 Mbps i.e 40 Mbps	60,000	60,000	60,000
2	Reduced 20 Mbps with respect to 50 Mbps i.e. 30 Mbps	50,000	50,000	50,000
3	Additional 10 Mbps with respect to 50 Mbps i.e. 60 Mbps	80,000	80,000	80,000
4	Additional 20 Mbps with respect to 50 Mbps i.e. 70 Mbps	100,000	100,000	100,000

3. NOTES:

- 1- Price Mechanism: Prices will remain fixed for the entire duration of the contract.
- 2- Payment Terms & Conditions: Payments shall be made on quarterly basis in PKR on the date of submission of valid invoices in Net 60 Days from original payment Invoice Receipt date to COMPANY's Finance Department.

Appendix D Scope of Work and Technical Specifications

Refer to the attached Scope of Work and Technical Specifications.

Appendix E HSE-CR Guidelines

Refer to the attached HSE-CR Guidelines.

Appendix F OHMS Guidelines

Refer to the attached OHMS Guidelines.

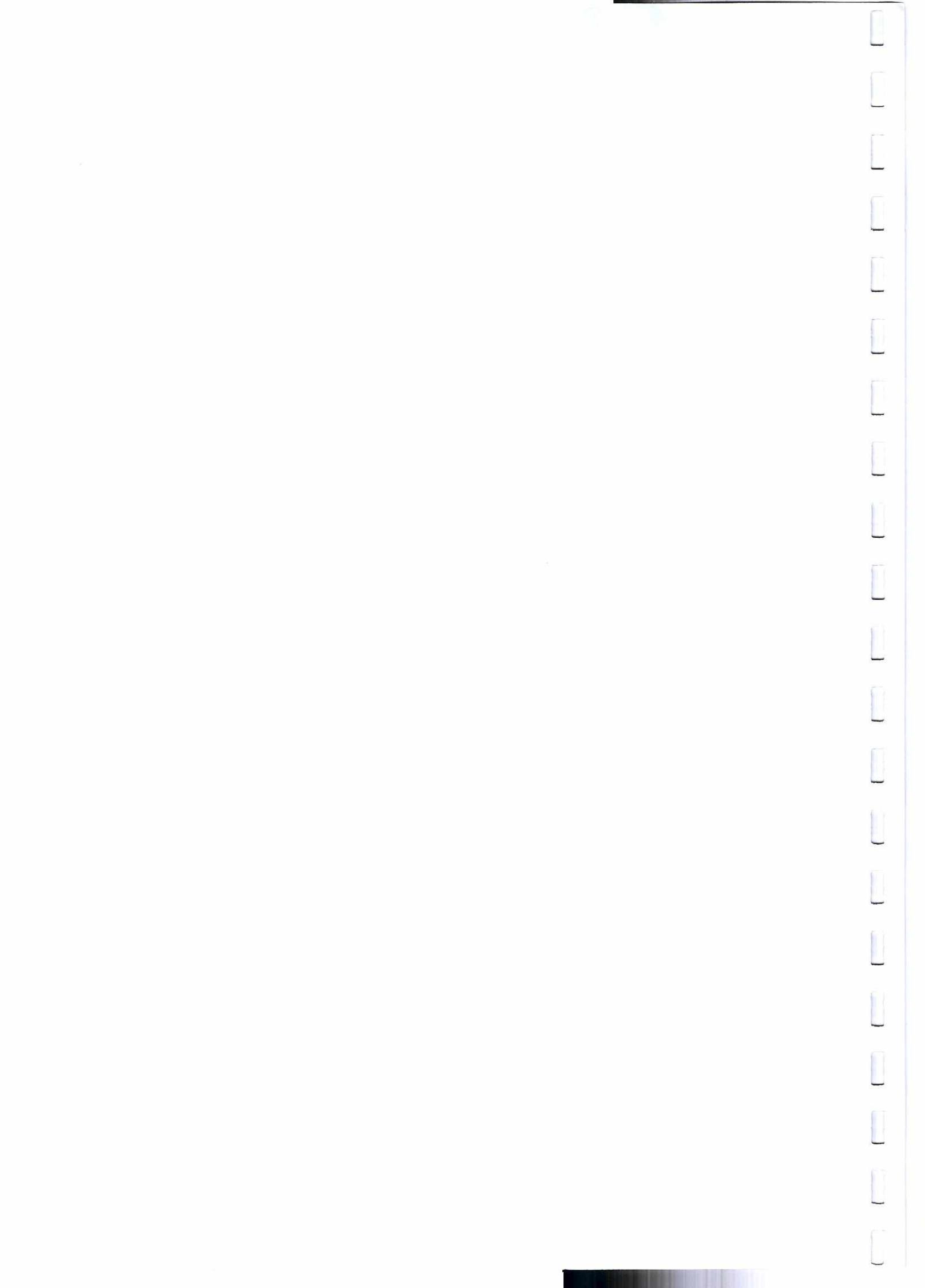
Appendix G Security Guidelines

Refer to the attached OHMS Guidelines.

Company Policies and Manuals

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

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





Eni

Scope of Work

Primary Internet/Alternate ERT Data Link

Date created : 20/08/2020
Date revised :
Revision :

TITLE : Primary Internet/ ERT Data Link

PROJECT PHASE :
:

Prepared by : Mohammad Sohail Department: ICT

Checked by : Salman Siddiqui Department: ICT

Approved by : Taha Lateef Department: ICT

Sohail
20/08/2020
Taha
20-Aug-2020



Eni

Scope of Work

Primary Internet/Alternate ERT Data Link

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Eni

Scope of Work

Primary Internet/Alternate ERT Data Link

Revision:



Eni

Scope of Work

Primary Internet/Alternate ERT Data Link

Scope of Work

The scope of the work includes supply, installation and commissioning of related hardware and software support for setting up Internet and data connection as per below requirements:

Description of Services

1. 4 Mbps P2P data link (layer2) internet Link with a failover fiber from Alternate ERT site to Karachi Head Office via GPON. Backup fiber should follow an alternate route.
2. 50 Mbps internet Link via GPON fiber with a failover metro fiber at Karachi Head Office . Backup fiber should follow an alternate route all the way till POP.

Details of Services

The following list contains all of the services provided and/or supported by this agreement. No other service or support, outside of what is outlined within this document, is implied or requested.

a) 4 Mbps P2P Data Link Karachi Office

1. Fiber connectivity over Ethernet at Alternate ERT Site.
2. Bandwidth 4 Mbps
3. There should be 2 separate fiber with failover following an alternate route.

b) 50 Mbps GPON Internet Link Karachi Office

1. GPON Fiber connectivity over Ethernet at Karachi Head Office
2. Bandwidth 50 Mbps (Might change, as we will ask for multiple bandwidth quotation and will go with anyone of our choice)
3. GPON Technology required
4. There should be 2 separate fiber with failover following an alternate route all the way till POP
5. Real IP pool of /28 netmask (14 Useable public IPs)

Contingency Plan: Additional requirement of the following services (line item 2)

B. S. M.



Eni

Scope of Work

Primary Internet/Alternate ERT Data Link

- a. Reduced 10 Mbps with respect to 50 Mbps
- b. Reduced 20 Mbps with respect to 50 Mbps
- c. Additional 10 Mbps with respect to 50 Mbps
- d. Additional 20 Mbps with respect to 50 Mbps

Note: The additional requirement as mentioned above will activated or deactivated with 24 hours prior notice.

Terms & Conditions

1. The ISP has to check first with Eni Pakistan for any building permission related issues in cable deployment or work permit for Roof top.
2. Back up of the link will be provided from different route so that in case there is a failure in primary fiber media, alternate is available.
3. The ISP must maintain equipment in prescribed manner.
4. Provide any kind of diagnostic tools to assess the performance of Internet connection usually MRTG
5. The Entire work shall be undertaken by qualified personnel of the contractor.
6. Relocation of this link (DHA/Clifton area) if required is supplier's responsibility.
7. The Vendor and his team will abide by the Safety & Security laws of the Eni.
8. All necessary tools, manpower will be the responsibility of the vendor.
9. No third party contractor fiber is allowed, only ISP owning Fiber optic network will be allowed for connectivity.
10. Payment terms will be on quarterly basis.

Support Criteria

Guaranteed uptime for ISP service should be 99.99% except for scheduled maintenance windows.

Guaranteed response and resolution times are as follows:

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



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Scope of Work

Primary Internet/Alternate ERT Data Link

Response time: Monday-Sunday **24/7**; all problems.

Resolution time: Monday- Sunday **2 hours**, all major 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)

Breakdown Resolution / Charge Back

1. All breakdown calls are to be resolved within escalation levels of reporting. If the breakdown issue cannot be resolved within escalation levels, a compatible System of

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Eni

Scope of Work

Primary Internet/Alternate ERT Data Link

equivalent or higher specifications has to be installed within that period. The breakdown penalties are as mentioned in below:

Breakdown Resolution Period per Call	Penalty
Resolved within escalation levels/ standby provided within escalation levels	Nil
Not resolved within escalation levels/Standy system not provided within escalation levels.	(call-off value/360) *2 of the call-off value per completed day from the time of intimation until it is resolved or standby is provided. To the maximum of 10% of the call-off value.
Not resolved / standby not provided.	5% of the call-off value will be charged per completed day thereafter till resolved or standby is provided. To the maximum of 10% of the call-off value.

2. Maximum penalty is restricted to 10% of the value of call-off.
3. In case of any hardware failure on four or more occasions in a quarter, it shall be replaced by equivalent new equipment by the vendor at no cost to the Eni within 2-4 hours for head office and 8-10 hours for remote sites from the date of last failure. Till the replacement is provided, the original equipment has to be kept in running condition or else a standby provided and all services restored.
4. The penalties as above will be recovered from any payment due to the Vendor or through a credit note where the payment has already been made.



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Scope of Work

Primary Internet/Alternate ERT Data Link

Documents Required

1. Overall Experience & customer references required as Internet Service Provider
2. Required evidence Letter Required from Pakistan Telecommunication Authority for the service required
3. Team of Experienced People- (Documentary Proof Required in CVs)
4. Submission of Technical Support Matrix along with dedicated Account Manager
5. GPON connectivity evidence
6. 24/7 Full time Technical Support and additional on call support
7. End to end fiber layout for both Primary and Secondary fiber
8. No third Party Involvement in End to End Links Establishment
9. Complete Redundant Network back-haul is on 10G Ring

Minimum Requirements:

The following are the minimum requirements for vendor eligibility for tender.

1. PTA authorized service provider with two years validity.
2. Supplier must have own optical fiber ring (No third Party Involvement) in End to End Links Establishment
3. Supplier must have its own GPON network



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Scope of Work

Primary Internet/Alternate ERT Data Link

Eni Pakistan Locations:

Karachi Office (Site A):

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

Alternate ERT Site (Site B):

House No 16/1,
Khy-E-Tanzeem,
Phase-V, DHA, Karachi

[Signature]





Eni Pakistan Limited

SECURITY GUIDELINES

INTERNET BANDWIDTH & DATA COMMUNICATION

PRIMARY INTERNET LINK SERVICES

AT ENI PAKISTAN LOCATIONS

(MAY 2020)



ACTIVITY	NAME	DESIGNATION	DATE	SIGNATURE
Prepared By	Zafar Mirza	Security Operations Coordinator (Field Locations)	MAY 2020	
Approved By	Maj. Raja Ashraf	Security Manager	MAY 2020	



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Eni PAKISTAN LIMITED

1.0 INTRODUCTION

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

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

2.0 SCOPE

These security guidelines have been prepared for use of all CONTRACTORS, SUB - CONTRACTORS or VENDORS who will access and/or work at COMPANY's Location (s).

The security guidelines outlined here, have been specifically prepared with respect to SOW "Open Contract for Provision of Transportation Management Services to Eni Pakistan" dated Oct 2017.

3.0 APPLICABILITY

Procedures within these guidelines apply to all CONTRACTORS and their SUB CONTRACTORS or any other personnel working on behalf of the CONTRACTOR during the performance of all works related to Provision of Transportation Management Services with the COMPANY.

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

4.0 DEFINITIONS AND TERMS OF REFERENCE

COMPANY

Eni Pakistan Limited

CONTRACTOR

CONTRACTOR, SUB - CONTRACTOR and VENDOR

Physical Security

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

Security

Security is the condition of being protected against danger or loss

Security Risk

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

Shall

Mandatory

Should

Recommended

Khi



Karachi

Isb

Islamabad

5.0 GENERAL THREAT STATEMENT

5.1. KARACHI

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

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

5.2. Eni KARACHI OFFICE

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

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

The overall Security of Forum building lies with its management; however COMPANY has its own hired Security Manpower placed at Karachi office for looking after its integral security.

5.3. Eni ISLAMABAD OFFICE

Eni Islamabad office/staff house is located on Main Marvi Road in Sector F-7/1. It is a double storied single occupancy bungalow converted into an Office & Staff House. The basement and ground floor portions are used as offices whereas the upper (1st) floor of Eni Islamabad Office is used as Eni Islamabad Staff House. Eni Islamabad office is used as a hub of all activities by Eni Pakistan staff travelling from Karachi to Islamabad in connection with business matters/meetings with government/public authorities at Islamabad. Its neighborhood has diverse high profile residences and few offices which include corporate offices and residences of high value government officials and businessmen.

Eni Islamabad Office/Staff House is situated near the "Red Zone" of the capital city, thereby; it is fairly well guarded as the Police and Law Enforcement Agencies patrol the neighborhood. Eni Islamabad Staff House is utilized as transit residential accommodation for the staff travelling from Karachi to Islamabad.



5.4. BHIT- BADHRA

Bhit- Badhra Gas Field was inaugurated in October 2002 and is located in the Dadu and Jamshoro Districts. Besides lying adjacent to Sindh-Balochistan Border, it stretches along the Kirthar Range. The security risk is medium to high with threats of extortion, vehicle hijack, armed robberies and kidnap. Direct threat to COMPANY's operations is infrequent road blocks and petty thefts of light weight machinery that remain unguarded or stolen under the cover of darkness.

Since a large number of locals share their kinship in Balochistan, across Bhit and Badhra Mountains and their consequent movement across the inter-provincial border is a common phenomenon, therefore any spillover of the existing volatile law & order situation in Balochistan, can have serious effects on Bhit- Badhra Gas Field. Overall Bhit Gas Field is a MEDIUM risk area.

5.5. KADANWARI

The Kadanwari Central Facility (KCF) is located approximately 100 km southeast of Khairpur District and 45 km west of Pakistan's border with India. It lays approximately 2.5 hours road travel from Sukkur and is a one hour direct flight time from Karachi. Kadanwari has been in production since June 1995 and is an established operation. The security risk is low with threats of vehicle hijack and armed robberies in and around the area. Overall Kadanwari is a LOW risk area.

6.0 COMPANY SECURITY POLICY

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

7.0 SECURITY OF CONTRACTORS

The security of CONTRACTOR and its SUB CONTRACTOR personnel, material and equipment or of any other personnel working on behalf of the CONTRACTOR during the performance of all works and services at COMPANY locations, as allowed in the contract, for the COMPANY shall be the sole responsibility of the COMPANY.

CONTRACTOR shall assume and ensure that S/He abides by the COMPANY's safety and security measures and for this purpose shall develop appropriate guidelines and work rules.

COMPANY assumes no liability, whether expressed or implied, for the safety and security of any personnel and / or material and equipment besides the CONTRACTOR also agrees to indemnify and hold COMPANY harmless from and defend the COMPANY group against any, and all injuries, death, damages, claims, losses, actions, arising out of or related to any alleged breach or lapse of security and safety of aforesaid personnel and material.

CONTRACTORS as well as their SUB CONTRACTOR employees of all categories should comply with these guidelines and work rules.

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

8.0 HANDLING OF WORK ISSUES RELATED TO SECURITY

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

- Protection of all CONTRACTOR Group (as defined in the master Agreement) Property and Personnel



- Interaction with all CONTRACTOR's Employees and Locals
- Sub CONTRACTOR Employees
- Parking
- Confidentiality
- Identification
- Criminal Incidents
- Accessibility to Sensitive Areas

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

9.0 SECURITY COMPLIANCE

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

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

10.0 PRE - OPERATION SECURITY GUIDELINES FOR CONTRACTORS

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

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

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

The CONTRACTOR when employing staff must ensure that they have a credible background with no affiliation with some militant group etc.

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

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

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

CONTRACTORS and its staff of all categories are required to comply with these guidelines and work rules.

11.0 VISITORS

It must be understood by the CONTRACTOR that the entry of personnel extraneous to operations is not allowed into the COMPANY premises. However, whenever unavoidable, CONTRACTOR shall take the COMPANY Security Dept onboard and ensure that visitors to their premises are supervised with proper registration at the security reception for Smart Access

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



Control passage. No visitor (s) will be allowed to come in or go out alone; rather, the visitor (s) shall be accompanied by the host.

12.0 SECURITY INDUCTION

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

13.0 IDENTIFICATION

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

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

14.0 PROTECTION OF PROPERTY

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

15.0 LOSS AND DAMAGE TO PERSONNEL / PROPERTY

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

16.0 CONTRACTOR EMPLOYEES CONDUCT

The CONTRACTOR shall ensure that their employees conduct themselves in a proper manner while on the premises. Gestures, remarks or anything else of a derogatory nature shall be sufficient cause for the permanent removal of such person from the premises. The COMPANY shall have a right to instruct the CONTRACTOR to remove such person at any time.

17.0 CONFIDENTIALITY

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

18.0 CRIMINAL INCIDENTS

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

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



19.0 FIREARMS POLICY

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

20.0 USE OF DRUGS

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

21.0 INQUIRIES AND INVESTIGATIONS

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

If CONTRACTOR does not implement remedial action within agreed terms, COMPANY has the right to stop the contract forthwith.

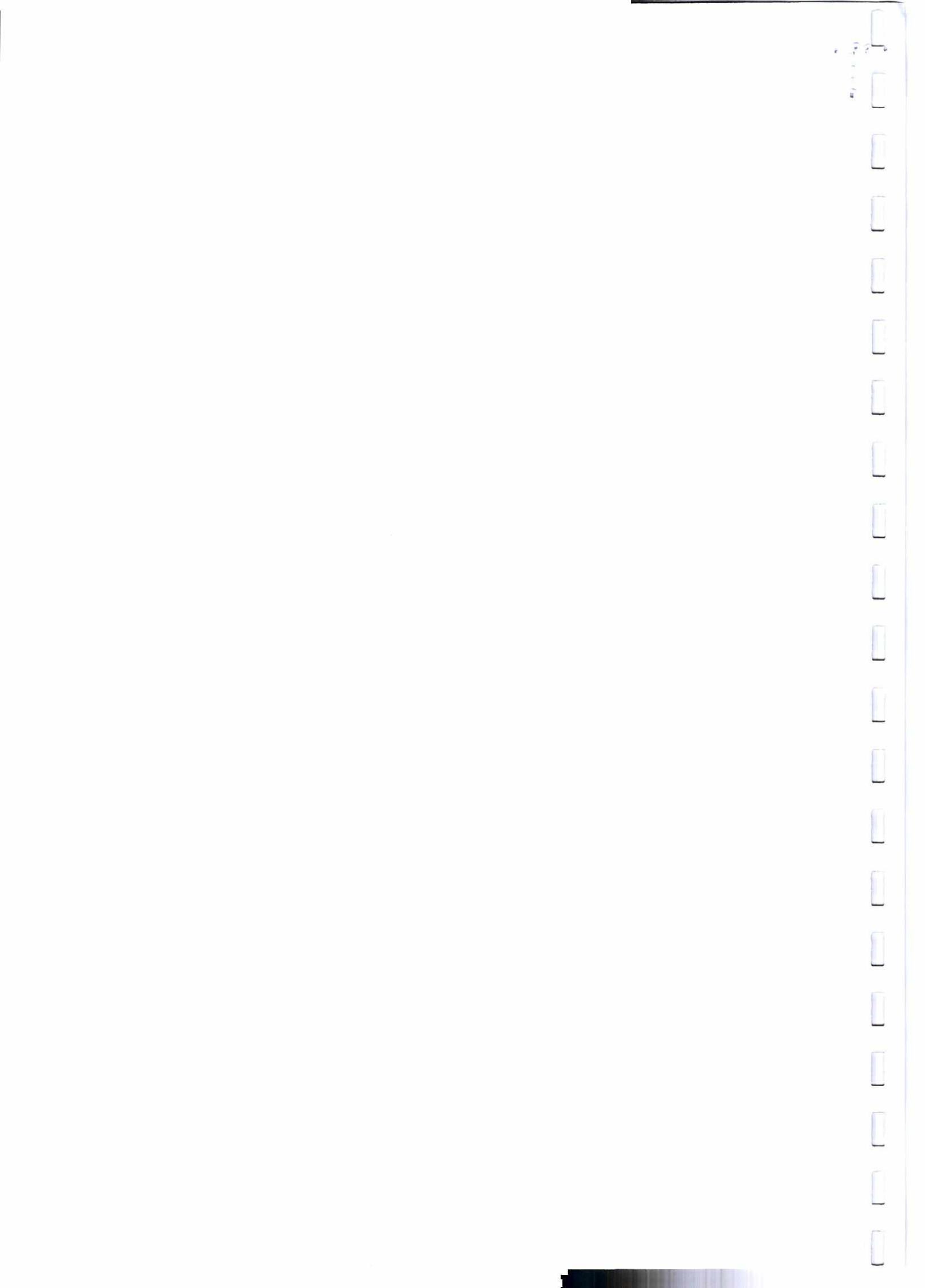
22.0 FURTHER INFORMATION

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

23.0 EMERGENCY CONTACT NUMBERS

The COMPANY's emergency contact numbers are given below:

Designation	Office / Res	Mobile
Raja Ashraf, Security Manager	+92 21 35828138	+923334900338
Zafar Mirza, Security Coordinator Operations	+92 21 35828167	+ 923334900339
Musa Changazi, Sr. Security Coordinator (Khi/Isb)	+92 21 35828170	+923334900332
Eni Karachi - 24 hours	+92 21 35879951	-
Karachi Control Room - 24 hours	+92 21 35838401	+923334900444
Eni Security Monitoring Room – 24 hours	-	+923334900335



OHH&MS GUIDELINES FOR PRIMARY INTERNET LINKS SERVICES AT ALL Eni PAKISTAN LOCATIONS

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Activity	Name	Designation	Date	Signature
Prepared by	Dr Henna Qahir	Sr. OH&MS Officer	06-5-2020	
Reviewed by	Dr S.K.Hans	OHH&MS Coordinator	06-5-2020	
Approved by	Salman Bin Masood	HR&O Manager	07-5-2020	

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1. **Introduction.**
 This document shall be issued as part of Letter of Invitation to Open Contract Primary Internet Links for Karachi, Islamabad, Bhit, Kadanwari as per provided scope of work at Eni Pakistan Locations
 It sets out the requirements for OH&MS that the bidders are expected to meet and the final CONTRACT awardee is expected to implement as a minimum acceptable standard during execution of this activity

1.1 **Scope and Objectives.**

The document is intended as guidelines for the bidders to prepare their bid in manner that will allow Eni Pakistan (herein after referred as COMPANY) to objectively evaluate their capabilities to meet minimum COMPANY OH&MS Standards. It does not absolve the bidders from their own Health responsibilities and is not universal in nature. All bidders shall be required to provide all information / documents as stipulated in this document.

CONTRACTOR shall follow COMPANY'S policy and OH&MS instructions applicable to the nature and scope of work under the Contract.

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

The bidders, who fail to submit any of the documentation and / or evidence of having appropriate OH&MS Management System against any of the conditions of this document shall be awarded negative grading during OH&MS evaluation of their bids which may result into disqualification of their bids / proposals.

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

1.2 **Abbreviations**

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

2. **HSE POLICY & COMMITMENT.**

2.1 **HSE POLICY.**

CONTRACTOR will acknowledge COMPANY commitment to HSE Policy and its implementation and affirm that it has read and understood COMPANY HSE Policy (**Annexure-C**) and shall apply this policy during execution of job under this CONTRACT.
 CONTRACTOR shall outline its scheme for the dissemination of COMPANY'S HSE policy to its employees at all levels.

CONTRACTOR and its Sub Contractor will acknowledge Company's strong commitment to Health and affirm that it has written HSE Policy of its own duly signed by its top management and that its HSE policy is widely communicated and understood among its employees and sub-contractors.

2.2 **Responsibility for OH&MS Compliance.**

CONTRACTOR shall be responsible, through its own organization and its sub-CONTRACTOR, for applying all OH&MS measures which have been required to be implemented during performance of its job under this CONTRACT viz-a-viz the compliance to national laws and regulations, industry best practices, COMPANY OH&MS Requirements as stipulated in this document and such other requirements to which COMPANY subscribes to and which are applicable to the scope of work being undertaken.

CONTRACTOR shall carry out the work in such a manner so as to prevent accidents / incidents and shall avoid such actions and practices which jeopardize the OH&MS of personnel.

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

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

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

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

CONTRACTOR shall submit the Sub-CONTRACTORS OH&MS Management Plan to COMPANY before initiating a new activity for evaluation of Sub Contractors' capabilities to execute the piece of work for which it is entitled.

CONTRACTOR shall be responsible to assign or sublet the work to COMPANY approved Sub Contractors' if contractor intend to use new Sub contractor, it is subjected to evaluation and prior approval by COMPANY.

CONTRACTOR / Sub Contractor shall be responsible to comply / follow the Changes, if suggested by Company, in Policies / Procedures / Guidelines during the entire execution period of contract at its own cost.

CONTRACTOR shall plan all actions, controls and inspections aimed at ensuring that Health guidelines are implemented, applying the measures as defined in its own OHH&MS Manual and applicable COMPANY OHH&MS Procedures.

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

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

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

2.3 Interface with the COMPANY.

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

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.

The selection of CONTRACTOR Health Personnel will be carried out in agreement consultation and to the satisfaction of COMPANY OHH&MS Department. CONTRACTOR shall ensure that the person designated for the position of Doctor / Medic should meet the following minimum criteria:

- Doctor should be in possession of Bachelors of Medicine & Surgery Degree.
- Doctor should possess at least Ten years experience.
- Doctor should possess health trainings and certifications. (BLS / ACLS / ATLS).
- Medic should be in possession of Registered Nursing Diploma (RN) and health trainings and certifications. (BLS)



3. PERSONNEL.
All CONTRACTOR personnel involved for the performance of this scope of work shall follow the following:

3.1 Age Limit

- For General Staff

The maximum allowable age limit is 60 years and any individual less than 18 years shall not be allowed to work as an employee

In extreme cases when the contractor intends to deploy the technical persons over 60 years of age must have Special Cardiac fitness certificate after ETT for carrying out the nature of job one is intended to be involved in, shall also get COMPANY Doctor's approval prior to the start of job.(Drivers not allowed age more than 60 years)

- For Drivers:

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

3.2 Medical Screening.

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

CONTRACTOR shall submit the Medical Fitness Certificates of its local staff verifying them as medically fit for carrying out the job from any Eni Pakistan recognized hospitals (List of hospitals are given below) and will be verified by COMPANY OHH&MS coordinator at Karachi Office and shall seek prior approval and clearance for being medically fit for the specific job. Medical screening is an obligatory requirement for CONTRACTOR'S staff. The medical tests should have been carried out with in a period not more than a year before start of any activity under the scope of Contract. Medical reports will be submitted by CONTRACTOR to COMPANY Doctor at least one month before mobilization at site for verification purposes.

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

- Doctor should be in possession of Registered Nursing Diploma (RN) and health trainings and certifications. (BLS)

3.2.1 Medical Tests

TEST DESCRIPTIONS

Medical History (Annexure-B)

Physical examination from approved hospital / Fitness Certificate

Chest X-RAY for Pre- employment (Acceptable if done within 6 months)

ECG

ETT (For Age 40 and above)

CBC & ESR

Hepatitis B profile/HBS Ag & HBS Antibody)

Hepatitis C antibodies

LFTs

Serum Creatinine

Fasting Blood Sugar

Blood Group

Urine DR

Audiometry (For field base staff)

Spirometry for Periodic Medical (For field base staff) & Serum Cholesterol for Periodic Medical

Additional tests

For Security Guards / Drivers / Equipment Operators

Urinary Opiates & Cannabinoids

Eye Vision Test

Note: 1. Validity period of Medical screening shall be for one year only.

2. Pre-replacements will also be done as per the above criteria

3. Medical fitness certificates from the below mentioned hospitals shall verify as medically fit for the nature of job a person intended to be

4. In the event of accident (outside or within the Eni Pakistan premises) by the Driver, contractor shall bear all the Laboratory expenses for Urinary Opiates / Cannabinoids & Serum Alcohol level tests within 6 hours from the incident time and submit the original reports to OH&MS coordinator / Company Doctor for the purpose of investigations.

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

- Aga Khan Medical University Hospital, Karachi.
- Aga Khan Medical Hospital, Hyderabad.
- Liaquat National Hospital, Karachi.
- Ziauddin Medical University Hospital, Karachi.
- OMI Hospital Karachi.

DOW University Hospital (Olha Campus) Gulistan-e-Johar Karachi.

• Isra Medical University Hospital, Hyderabad.

• Shifa International Hospital, Islamabad.

• Dr. Arshad Associates Health Services, Karachi & Islamabad.

• Shoukat Khanum Memorial Hospital, Lahore.

• Quaid e Azam International Hospital, Islamabad.

• Hira Medical Hospital, Sukkur.

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

- CONTRACTOR shall ensure that all its employees are physically and mentally fit for job
 - CONTRACTOR must ensure that all its employees are not suffering from any contagious disease or suffering from such conditions which may develop into a medical emergency e.g. uncontrolled heart problems, uncontrolled diabetes etc.
 - CONTRACTOR must ensure that all its employees are not taking any contraband substances / drugs prohibited by Law.
- In case any crew person found to have been suffered from any contagious diseases during the delivery of his services shall be re-examined through COMPANY'S prescribed hospitals only at CONTRACTOR'S own cost.
- In case any medical treatment is required during the execution of service against this contract, it will be taken care through COMPANY'S prescribed hospitals only at CONTRACTOR S cost. CONTRACTOR will conduct periodic annual medical screening of its employees for long term contracts at its own cost.

3.3 Awareness.

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

3.3.1 OH&MS Induction

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

3.3.2 Tool BOX Talks

CONTRACTOR shall be responsible to ensure that before starting each activity tool box talk should be conducted specific to the activity all hazards and controls should be discussed in tool box talk and all personnel to be involved in the intended job should participate in the TBT, records should be maintained and present whenever demanded by COMPANY during entire period of contract.

4. LEGAL AND OTHER REQUIREMENTS

CONTRACTOR shall be responsible to comply with all relevant National, Provincial and Local Laws and Regulations as well as COMPANY policies, procedures and international laws pertaining to scope and nature of work while carrying out any of the job under the Contract.

CONTRACTOR shall comply with all relevant and applicable local laws and regulations, international conventions and agreements and such other requirements to which COMPANY (and/or country under whose boundaries the work is to be carried out) subscribes and are applicable to the nature and scope of work to be undertaken.

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

COMPANY will update list of laws as and when it comes to know of laws impacting operations, however the contractor is obliged to be aware of, and abide by all applicable laws and regulations with respect to onshore operations in Pakistan.'

4.1 Employees Working Hours

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

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

All public holidays compensated as overtime / compensatory leave.

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

COMPANY has the right to audit CONTRACTOR records with prior notice (by giving a 48 hrs. notice) to ensure that all laws and regulations pertaining to employees working hours and leaves are appropriately compiled.

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

4.2 Staff Rota System

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

4.3 Termination & Suspension

Any infringements by CONTRACTOR manpower identified by COMPANY of its OH&MS regulations and standards shall be investigated by COMPANY and recommended remedial action as per Eni HSE Disciplinary Policy (**Annexure A**) shall be implemented by CONTRACTOR.

If CONTRACTOR does not implement remedial action within agreed terms, COMPANY has the right to suspend & terminate the contract forthwith.



4.4 Legal & Other Requirements

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

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

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

4.6 Pets

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

4.7 Audits & Inspections.

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

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

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

4.8 Eni Health, Safety and Environment Golden Rules.

CONTRACTOR 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-GRUVS project. A joint inspection (Company+ Contractor) will be carried out and level of compliance to Golden Rule related to the activity will be evaluated as per below given Scoring criteria:

0= Serious Deviation

1= Major Deviation

2= Improvement Required

3= Meets Requirements

4= Exceeds Requirements



Eni HSE Golden Rules are as follows:

1. Driving Safety
2. Management of Change
3. Lifting operations
4. Fire Safety
5. Working at Height
6. Energized Systems
7. Excavation Safety
8. Permit to Work
9. Health Management
10. Waste Management
11. Confined Space
12. Hydrogen Sulfide

5. OH&MS Plan.

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

- a. List of all applicable laws and standards,
- b. Description of CONTRACTOR'S worksites and analysis of tasks carried out at each site and relevant risks;
- c. Identification and evaluation of exposure to harmful agents, including chemical agents, physical agents (noise, asbestos etc.) and biological agents (bacteria, legionella etc.); prevention programs in place (e.g. food examination, hygiene etc.) and tools adopted to communicate, in all languages adopted on site, exposure risks and consequent behavioural issues (list of all relevant documents to be included)
- d. Protection against/toxic/harmful substances (list of all relevant documents to be included)
- e. Medical and Occupational Health requirements, inclusive of an Health Management Plan which, starting from the Health Risk Assessment defines programs for health surveillance, training, emergency, fitness-to-work, substance abuse monitoring, hygiene, ergonomics, product stewardship, work environment monitoring, medical wastes management, medical clinics/sick bay and ambulance (or other transports) vehicles / crafts for carrying of casualties to the nearest hospital/clinic) requirements (list of all relevant documents to be included)
- f. Emergency Management, covering but not limited to: medical evacuation, road traffic accidents, oil/chemical spills, man/vehicle lost and covering Pandemic diseases (eg Covid-19, etc). CONTRACTOR shall bridge his own emergency plans to COMPANY Emergency Response Plan and Medical Emergency Response Plan (MERP).
- g. Radiation Protection Management (in case of CONTRACTOR'S own sources), inclusive of permits to carry and store radioactive sources, names of qualified experts, operating procedures, radiation work permits, health surveillance of exposed personnel, protection measures for the general public
- h. Radiation Protection Management (in case of use of radiation sources under COMPANY'S responsibility), inclusive of documentation to be issued for certifying capability to carry out specialist activities in areas where radiological risk exists, agreement with COMPANY about risk control methods and procedures; agreement with COMPANY about dosimetry records for personnel involved in radiological works, agreement with COMPANY about the health surveillance of all those involved.

i. Audits, inspections and drills matrices.

5.1 Hazard Identification & Risk Assessment

1. Joint project specific risk assessment shall be carried out involving COMPANY representatives, management and key personnel of COMPANY, CONTRACTOR, Sub- Contractors and all 3rd parties whose services will be used for the performance of any of the job especially under the Contract while focusing the potential risks and hazards especially in critical aspects of the operation.
2. Some of the potential risks and hazards involved in the operation are but not limited to:

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

6. OCCUPATIONAL HEALTH & HYGIENE

- A joint project specific risk assessment shall be carried out involving COMPANY representatives, management and key personnel of COMPANY, CONTRACTOR, Sub- Contractors and all 3rd parties whose services will be used for the performance of any of the job especially under the Contract while focusing the potential risks and hazards especially in critical aspects of the operation.
- CONTRACTOR shall ensure that all personnel employed for performance of work under CONTRACT are mentally and physically fit for carrying out the intended job and shall comply with COMPANY minimum requirements on general and job-specific fitness.
- CONTRACTOR shall ensure that its personnel shall maintain high standards of hygiene during the execution of the Contract.
- CONTRACTOR will demonstrate that it understands the problems associated with working in the extreme weather conditions (hot or cold) and that it has adequate resources, plans and procedures in place to mitigate those affects.
- CONTRACTOR shall at no cost to COMPANY be responsible for the medical welfare of its employees.
- CONTRACTOR shall take care of arrangements for medical attendance, treatment or hospitalization if and when necessary.
- CONTRACTOR shall arrange and submit suitable insurance coverage for Medical contingencies.
- CONTRACTOR shall supply to its employees, at no additional cost to COMPANY, suitable prophylactics and inoculations against disease if necessary, and as required by prevailing conditions.
- Contractor shall develop and submit Health Risk assessment (HRA) and Medical Emergency Response Plan (MERP) for review and approval.
- CONTRACTOR shall ensure that adequate resources, plans and procedures are in place to mitigate the effects of extreme weather conditions.



7. EMERGENCY PREPAREDNESS & MEDICAL EVACUATION

A situation arising out of sudden and unexpected incident(s) at a location that warrants immediate response in order to mitigate the impact of damage caused to people, asset and environment due to that incident and bring the location back to the normal state. An emergency situation can turn into a major incident and crisis if not managed properly.

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

- The plan should adequately cover:
 - Protecting people
 - Compliance with national/local regulations
 - Limiting losses
 - Limiting public exposure, legal liabilities, fines, etc.

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

7.3 Medevac & Contingency Planning

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

8.0 OH&MS REPORTING

CONTRACTOR is required to have an accident / incident reporting system to address reporting of all types of incidents. The categorization of incidents shall be in line with COMPANY incidents / accidents reporting procedure.

The system should cover but not limited to the following:

- All accidents and incidents shall be reported;
- CONTRACTOR will be required to implement corrective measures that arise from the incident investigation;
- Report to COMPANY OH&MS Coordinator about the situation of any accidents, which have occurred at the work site, specifying the following information:
 - Number and nature of injuries which have caused absence from work in the days after the injury;
 - number of days absent as a result of the any injury

9.0 KICK OFF MEETING & PRE MOBILIZATION WORKSHOP

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

- The topics to be covered in the kick-off meeting include:
 - Any outstanding Health issues and conditions of Contract Agreement
 - Confirmation and agreement on contractor HSE plans as required in the HSE Guidelines i.e. HSE Plan, Health and Hygiene Plan, CR Plan etc.

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

- 7. EMERGENCY PREPAREDNESS & MEDICAL EVACUATION
 - Agreement on OH&MS performance targets and incentives
 - Assessment of competence level of contractor personnel
 - Assessment and agreement on contractor health and hygiene requirements
 - Contractor shall submit Medical Emergency Response Plan for review and approval.
 - Contractor shall submit Hazard identification and Risk Assessment Procedure for review and approval.
 - Requirement for a Pre-mobilization audit of contractor's equipment to be used during the contract
 - Confirmation that roles, responsibilities and interfaces between contractor and Company have been clearly defined and understood
 - Agreement on Reporting
 - Close Out Report

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

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

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

It shall suggest existing and new controls to eliminate / minimize the overall risk factor.

It shall assign the responsibilities for implementation of new controls as identified and agreed in Risk Assessment Session.

- Management of health in extreme weathers and other local health hazards.
 - Heat Management
 - Snake bite Management
 - Climatic and seasonal considerations (desert storms, rains, heat stroke etc.)
 - Infrastructure roads, bridges, utilities, etc., and terrain conditions
 - Technical and Health training program (Before & during Contract) including first aid, firefighting.
 - Medical services
 - Employees medical screening requirements
 - Camp hygiene and maintenance
 - Audits and inspections frequency
 - Review of Medical emergency response plans (including bridging document) and any third party interactions.
 - Management of sub-CONTRACTOR and mutual interaction and communication between CONTRACTORS.



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 "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 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 OHSAIS 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

a.1) Contractor, having informed the Company Representative, will remove the worker/s and/or Supervisor/s from the workplace immediately

a.2) 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

b.1) Contractor, having informed the Company Representative, is requested to interrupt activities until safe, healthy, environmentally sound and secure conditions are restored

OR

b.2) 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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[Handwritten Signature]

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Annexure-B

MEDICAL HISTORY FORM

(To be completed by the Contractor employee)

Type of examination (circle one):

Pre-employment	Periodic	Pre placement	Pre assignment	Pre exit
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INSTRUCTIONS

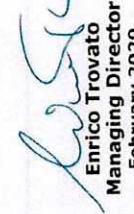
- As part of the appointment process, it is necessary for the Contractors to undergo a medical examination. This is part of a process to confirm that you are medically fit to perform the inherent duties of the position for which you have applied for / assigned for, and to help guard against work-related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

5. Do you drink alcohol?	Yes / No		
6. For how long have you been consuming alcoholic beverages? Years		
How much alcohol do you have a week? ml		
11. Do you suffer from any phobias?	Yes / No		
12. If yes, does this concern flying, confined space, fire, water, heights, other? Specify:		

3. Occupational Health History

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

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

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

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

4. Your Medical History

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

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

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

.....

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

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

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

Yes / No

Specify:

g) Are you allergic to anything?

If yes, please Specify:

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

.....

i) Do you suffer from any permanent disability?

Yes / No

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

Yes / No

5. Declaration:

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

Examinee's Signature: Date:

PART B			
MEDICAL EXAMINATION FORM – (To be completed by Licensed Examining Physician)			
This form is to be used in conjunction with the Medical History Statement. Prior to examining the candidate, for specific position review the candidates Medical History Statement and make sure that you are familiar with the relevant job and working conditions of specific position for which the candidate is being considered. If unavailable, seek this information from Eni Pakistan.			
Candidate's Name: <input type="text"/>		Date of Birth: <input type="text"/>	
Identity Verified: Y / N <input checked="" type="checkbox"/>		Method of Verification: (Passport, ID, Drivers License)	
Sex (Male / Female) <input type="text"/>		Height: <input type="text"/>	
Weight: <input type="text"/>		BMI <input type="text"/>	
Hip (inches) <input type="text"/>			
VISION (Snellen's Notation)			
Uncorrected Corrected		Glasses / Contacts	
Far Near		Pulse:	
Color Vision		Blood Pressure (sitting)	
Right Left Both		Temp: <input type="text"/>	
		Pulse: <input type="text"/>	
		Systolic <input type="text"/>	
		Diastolic <input type="text"/>	
Indicate "Normal" and "Abnormal" for each of the following condition. Please provide detailed description of abnormal findings and supplemental testing:			
CHECKLIST		N A DESCRIPTION OF ABNORMAL FINDING AND / OR SUPPLEMENTAL TEST	
SKIN • Colour / texture (lesion, scars etc)			
HEAD / EYES • Cornea, Pupil, Fundi etc			
EAR / NOSE / THROAT • Pinna / Canals / TM Nasal septum / Mucosa Tongue / Palate Teeth / Gums			
NECK / NODES • Bruit Thyroid Neck Nodes Inguinal / Axillary Nodes			
		SIGNATURE OF EXAMINING PHYSICIAN: <input type="text"/>	
		PRINT PHYSICIAN NAME: <input type="text"/>	
		DATE: <input type="text"/>	

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

PART C Medical Fitness Certificate

Full Name: (Mr. / Mrs. / Ms)
Job assigned/applied
Date of Medical Examination:
Work location: Office

<p>Offshore/Remote site</p> <p>Office, but occasional travel to Offshore/Remote site (less than 2x per month or 4x per year)</p>	<p>The above person is hereby declared:</p> <p>() Fit for Offshore/Remote Site work</p> <p>() Fit for office work (and remote site visits of less than 72h duration and not more Temporary unfit for offshore/remote site work</p> <p>() Temporarily unfit for office work (and remote site visits of less than 72h duration)</p> <p>() Fit to return to work</p> <p>() Unfit for offshore/remote site work</p> <p>() Unfit for work in this organization</p>
--	---

SUGAR AND SODIUM CONCENTRATIONS IN HUMAN MILK

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

- 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 analysing its performance aiming for technological excellence, including energy efficiency in every field of activity;
 - Achieving continual improvement in HSE Integrated Management System through implementation of Health, Safety and Environmental protocols for all its projects and operational activities;
 - Comply with all relevant regulations and laws enforced domestically and internationally and other HSE requirements where it operates;
 - Establishing authority, responsibility and accountability for HSE within organisational line management and promoting the full involvement of all employees and contractors in translating the HSE policy into practice in the management of all HSE aspects relevant to its activities and observance of human rights;
 - Establishing implementation of Environmental Responsibility of complete life cycle, including Geological Geoburial management.

- * 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, 2010).

This is a dynamic policy document and is revised as often as necessary. In this manner we aim to go

Enrico Trovato
Managing Director

February 2020



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 (i), 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 (a) 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 drug 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.

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

(ii) 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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Eni Pakistan Limited

SMOKING POLICY

Eni Pakistan in recognition of Health, Safety & Environment concerns is committed to provide and maintain a safe working environment for employees and contractors without risk to their health. Eni Pakistan prohibits the smoking or carrying a lit substance that may be smoked in all indoor or enclosed facilities.

Smoking is one of the leading causes of certain diseases and premature loss of life. There is clear evidence that active and passive smoking causes a range of serious illnesses including cancer and cardiovascular diseases.

Eni Pakistan respects the national laws and commits to protect all its employees, contractors and visitors from exposure to tobacco smoke at its facilities.

It is the policy of Eni Pakistan that all of our workplaces and vehicles are smoke-free that also includes smoke produced from electronic smoking devices and all employees and contractors have the right to work in a smoke-free environment. Thus any type of Smoking is prohibited throughout Eni Pakistan's workplaces including vehicles used for company business.

The purpose of this policy is not to take away the individual's right to smoke but to restrict smoking in the workplace.

Smoking is permitted only in the areas specifically designated and posted as smoking areas at each facility or location. No one is allowed to smoke along any path way or walk way leading to or from the designated smoking area. Smokers must ensure safe disposal of cigarette ends and other waste smoking materials

The smoking restrictions do not apply in the case of individual residential buildings and houses owned or managed by the Company.

All employees, contractors and visitors shall comply with this policy.



Enrico Trovato
Managing Director

February 2020

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Annexure-F



Annexure-G



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 safe 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 or 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 and b) weekly driving hours; a) driver is not allowed to drive more than 90 hours in a consecutive two-week period (hours); it is absolutely forbidden to rest (45 minutes after 4.5 hours consecutive or 25 minutes every 2 hours);
- 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 a 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.
- 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 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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eni
Eni Pakistan Limited

HIV / AIDS POLICY

Eni Pakistan recognizes the magnitude and severity of the development of HIV /& AIDS (2) epidemic worldwide and its prevalence in Pakistan, and seeks to minimize the impact on human rights and the socio-economic consequences to the company and its employees.

Eni Pakistan is committed to comprehensive management of HIV/AIDS at workplace. The Policy is also aimed at focusing on aspects of HIV/AIDS which, if not carefully addressed may impact negatively on the business and/or well-being of the employee(s).

Eni is fully committed to protect its employees' health through promotion of health awareness, encourage behaviour changes where necessary as well as ensure that all employees are treated with the necessary dignity, fairness and equality.

The key principles of this policy are:

- Eni will not and does not discriminate against employee(s) having, perceived as having, living with or otherwise affected by HIV or AIDS
- HIV/AIDS screening should not be required for job applicants or persons in employment
- The gender dimensions of HIV/AIDS should be recognized, i.e. its health effect and consequences on male and female, particularly in reproductive age
- HIV and AIDS are dealt with highest level of confidentiality as medical conditions, in accordance with applicable laws and Company policies
- Should an employee wish to disclose that he/she is HIV positive, appropriate management through the company's Occupational Health & Medical Support programmes will be offered
- HIV/AIDS education and awareness will be made available to all employees including contractors

All personnel of the Company and Contractors are required to be fully aware of this Policy and to comply in their activities

(1) HIV- Human Immunodeficiency Virus, (2) AIDS- Acquired Immunodeficiency Syndrome

Enrico Trovato
Managing Director

February 2020

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Annexure-H



eni Pakistan Limited **SUSTAINABILITY POLICY**

Vision

Creating sustainable value, ethical corporate behaviour, building human capacity and promoting technological innovation.

Mission

It is our goal to apply sustainable development principles and transparent behaviour in the conduct of our business activities. We seek to understand the social, environmental and ethical implications of our business, engage with Stakeholders in order to eliminate or mitigate any negative social and environmental impacts, enhance positive impacts to ensure that we fulfil our ethical responsibility to Communities, wider Stakeholders and the Pakistani society on the basis of sound business principles.

Values

We are committed to:

1. Operating in compliance with Eni Code of Ethics, acting in accordance with laws, rules of fair competition, honesty, integrity, transparency and good faith, with due respect of the legitimate interests of our Stakeholders, Employees, Shareholders, Customers, Commercial and Financial Partners, Communities and legitimate Institutions, Governments and their Agencies.
 2. Operate within the framework of eni's Guidelines on Protection and Promotion of Human Rights. We reject all forms of discrimination of forced and child labour and corruption. We seek to safeguard dignity, health and safety of all persons in the workplace.
 3. Conduct our business and acting in the respect of cultural, religious and ethnic heritage traditions of Communities. As a socially responsible Company, we are committed to contribute to the promotion of the quality of life and of the socio-economic development of the Communities in which we operate, in line with the International Conventions on Sustainable Development.
 4. Work in partnership with Stakeholders to meet our Vision and acting in collaboration with the Government.
 5. Reduce the local environmental impact of operations, in coherence with Eni's global environmental strategy, by improving performances and implementing initiatives for biodiversity, conservation and resources recovery.
 6. Conservation of biodiversity and ecosystems by:
 - not conducting oil and gas exploration and development activities within the boundaries of Natural Sites included in the UNESCO World Heritage List (as of May 31, 2019)
 - implement management model in compliance with Eni Biodiversity and Ecosystem Services (BES) Policy at all Eni Pakistan fields
 - promote with our partners the development and adoption of good management practices in line with Eni BES Policy
- These principles are integrated into the Company business plan, supply and service contracts. All personnel of the Company and Suppliers are required to be fully aware of this Policy and to comply in their activities.


Enrico Trovato
Managing Director

February 2020

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Annexure-I

Medical Screening & Fitness Card

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

Annexure-J
INFORMATION / DOCUMENTS REQUIREMENTS
a) Bidding Stage

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

Required Information/ Minimum Documents

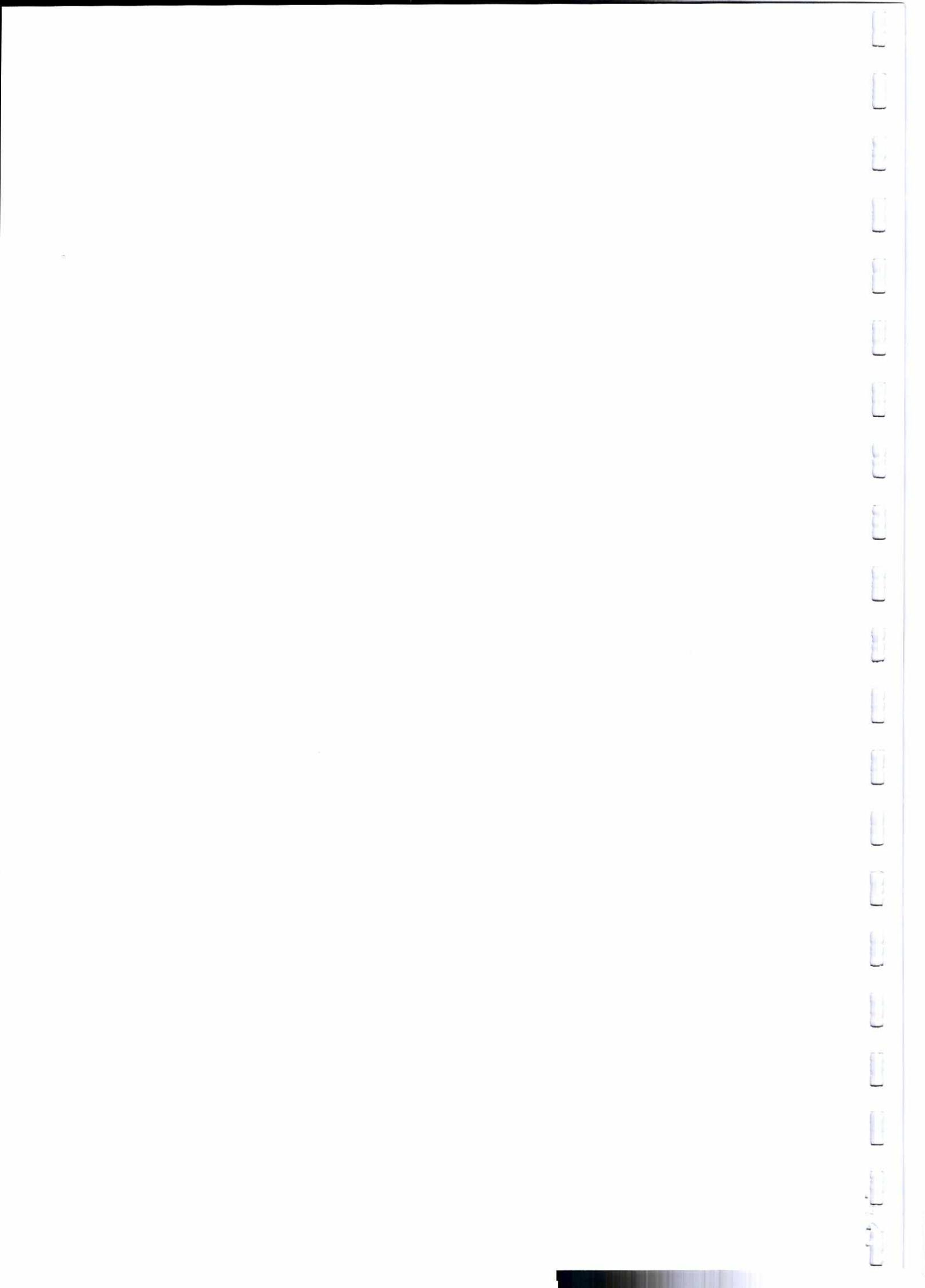
SNO:	Description
1	CONTRACTOR'S HSE POLICY
2	CONTRACTOR'S HSE Organizations chart with details (Qualification, Experience & Trainings) of Key Personnel, their Roles and Responsibilities.
3	CONTRACTOR'S Proposed Project Organization with details of key personnel.
4	CONTRACTOR'S HSE Manual and HSE Plan (Draft)
5	CONTRACTOR'S Medical Emergency Response Plan and Procedure.
6	CONTRACTOR Hazard Identification and Risk Assessment Procedure
7	List of 3rd Party Trained Fire Fighters and First Aiders as per requirement.
8	CONTRACTOR'S Environmental Management Plan (Spill Management, Emission Monitoring)
9	CONTRACTOR'S Travel Management Plan.
10	CONTRACTOR staff medical insurance coverage.
11	CONTRACTOR'S Current Health Policies and Procedures.
12	CONTRACTOR'S Health Statistics / Performance for last 3 years
13	Any other additional information CONTRACTOR deems useful in this respect.
14	CONTRACTORS' experience to provide similar services (Years) <ul style="list-style-type: none"> - All bidders shall provide confirmation in writing for complying to and meeting all COMPANY Health Requirements including carrying out; - Prescribed medical screening tests for their staff on annual basis,
15	<ul style="list-style-type: none"> - 3rd party fitness certificates of vehicles, equipment and lifting equipment. - 3rd Party Training and Fitness of drivers / operators, - Hydrogen sulphide (H2S) training for staff and all those conditions and other requirements which are stipulated herein in this document.



16	All bidders shall confirm for complying with all COMPANY HSE & CR policies and procedures applicable to this Contract.
17	Contractor shall develop and submit Health Risk assessment (HRA) and Medical Emergency Response Plan (MERP) for review and approval.

b) Requirements on Contract Award (Kick Off Meeting)

- a) CONTRACTOR shall submit the OHH&MS Plan to COMPANY for review and approval, no activity shall be started prior to approval.
- b) CONTRACTOR will submit the copies of Medical Fitness Certificates of its employee(s) engaged against this contract to COMPANY'S OHH&MS Team Leader.
- c) CONTRACTOR shall submit "Sub-CONTRACTORS Health Management Plan".
 - CONTRACTOR Health Risk Assessment procedures / Project Risk Register.
 - CONTRACTOR Medical Emergency Response Plan.



HSE - CR GUIDELINES FOR ICT SUPPORT SERVICES AT Eni PAKISTAN LOCATIONS				
Activity	Name	Designation	Date	Signature
Prepared by	Zulfqar Ali	Sr. HSE Officer (Contracts & Projects)	20-02-20	
	Zulfqar Baloch	Sr. Officer Land & Community Relations	26-02-20	
Reviewed by	Mohammad Qasim	Team Leader Community Management	26-02-20	
	Jahanzaib Akhtar	Sr. Coordinator (HSE Operations)	26-02-20	
Approved by	Matteo Missiroli	HSE-CR Manager	27-02-20	
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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 COMPANYS Health, Safety and Environment Standards and provide sufficient information along with necessary supporting documentation against each of the requirement of this document to show their capabilities for carrying out the scope of Contract. They shall also demonstrate their commitment in writing where necessary and required for complying with all conditions of this document.

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

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

2. HSE POLICY & COMMITMENT

2.1 HSE POLICY

CONTRACTOR will acknowledge COMPANY commitment to HSE Policy and its implementation and affirm that it has read and understood COMPANY HSE Policy (Annexure- B) and shall apply this policy during execution of job under this CONTRACT.

CONTRACTOR shall outline its scheme for the dissemination of COMPANY'S HSE policy to its employees at all levels.

CONTRACTOR and its Sub Contractor will acknowledge Company's strong commitment to HSE and affirm that it has written HSE Policy of its own duly signed by its top management and that its policy is widely communicated and understood among its employees and sub-contractors.

2.2 Responsibility for HSE Compliance

CONTRACTOR shall be responsible, through its own organization and its sub-CONTRACTOR, for applying all HSE-CR measures which have been required to be implemented during performance of its job under this CONTRACT viz-a-viz the compliance to national laws and regulations, industry best practices, COMPANY HSE-CR Requirements as stipulated in this document and such other requirements to which COMPANY subscribes to and which are applicable to the scope of work being undertaken.

CONTRACTOR shall carry out the work in such a manner so as to prevent accidents/incidents and shall avoid such actions and practices which jeopardize the health and safety of personnel, assets and the integrity of environment.

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

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

CONTRACTOR shall possess all necessary equipment needed to carry out the work (appropriate for work environment) including the safety devices, personal and collective protection devices.

CONTRACTOR shall be responsible to assign or sublet the work to COMPANY approved Sub Contractors, if contractor intend to use new Sub contractor, it is subjected to evaluation and prior approval by COMPANY.

CONTRACTOR / Sub Contractor shall be responsible to comply /follow the Changes, if suggested by Company, in Policies/ Procedures / Guidelines during the entire execution period of contract at its own cost.

CONTRACTOR shall plan all actions, controls and inspections aimed at ensuring that HSE guidelines are implemented, applying the measures as defined in its own HSE Manual and applicable COMPANY HSE Procedures.

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

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

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

2.3 Interface with the COMPANY

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

2.4 CONTRACTOR Organization

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

2.4.1 CONTRACTOR Site In charge

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

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

2.4.2 HSE Monitoring /Supervision

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 Certifying Bodies

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Training/Qualification	Recognized/accepted Certifying 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 3rd party training providing company and these trainings would include but not limited to:

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

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

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

3.2.1 HSE Induction

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

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

3.2.2 Tool BOX Talks

CONTRACTOR shall be responsible to ensure that before starting each activity tool box talk should be conducted specific to the activity, all hazards and controls should be discussed in tool box talk and all personnel to be involved in the intended job should participate in the TBT, records should be maintained and present whenever demanded by COMPANY during entire period of contract.

3.2.3 Basic First Aid

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

CONTRACTOR shall be required to maintain the rotation of staff and ensure the availability of trained first aiders as per standard. CONTRACTOR shall provide the list of certified first aider along with their designations and their working areas. The validity for first aid training certificate is **TWO** years. CONTRACTOR shall arrange refresher for first aiders every two years to ensure competency and validity of certificate. CONTRACTOR maintain the record and produce the same whenever demanded by COMPANY during the entire period of contract.

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

3.2.4 Basic Fire Fighting

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

3.2.5 Defensive Driving Training

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

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.

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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 Audit
- 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

CONTRACTOR 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 an 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.

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

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

6.1 Hazard Identification & Risk Assessment

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

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

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

7. PERSONAL PROTECTIVE EQUIPMENT

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

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

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

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

8. EQUIPMENT & TOOLS

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 cables

9. JOURNEY MANAGEMENT & DRIVING

9.1 Journey Management Plan

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.

DRIVING

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

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

9.2.1 Driver Standards

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

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

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

All drivers / operators must be medically fit.

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

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

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

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

9.3 VEHICLE STANDARDS

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

- CONTRACTOR shall arrange 3rd party certification of all vehicles and equipment (Crane, fork lifter etc.) which are intended to be used for the performance of work under this contract at its own cost for the mechanical integrity and fit for purpose, evidences of certification should be shared with COMPANY prior to mobilization at site and record of such inspections must be maintained to ensure the validity of inspection certificates during entire period of contract.
- The vehicles without valid certification shall not be allowed to use.
- CONTRACTOR shall arrange 3rd party certification of all vehicles and equipment under this contract for the mechanical integrity and fit for purpose, evidences of 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; fluorescent jacket, parking cone etc.
- All vehicles working inside the Plant & well localities 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);

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

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

9.4 General Rules for All Journeys

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

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

10. PERMIT TO WORK

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- 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. CONTRACTORS 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

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

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(s) caused to its operations due to community issues related to contractor
- 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
- 16.3 Land Usage Guidelines**
- 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.
- 16.4 Compliance and Commitment**
- 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

- 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

✓ *[Signature]*



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 detailed in this document and in the Contracts; 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 QHSEAS 16001 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.
It is applied when:

1. Contractor/Subcontractor (C/S) worker has omitted to report potentially dangerous occurrences from 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 notifications;
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 supervisor 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 reduced to interrupt activities until safe, healthy, environmentally sound and secure conditions are restored

c) Interruption of contracted activities

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 thus omits 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 design an HSE function assigned to the activities to be carried out at the workplace, and to ensure his training and competence 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);
7. 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.

Feedback 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.

Annexure-G



SUSTAINABILITY POLICY

Vision

Creating sustainable technological innovation
developing sustainable development - environment - human resource management

Mission

It is our goal to apply sustainable development principles and transparent behaviour in the conduct of our business activities. We aim to understand our social, environmental and ethical implications of our businesses, engage with Stakeholders in order to minimise or mitigate any negative social and environmental impacts, enhance positive impacts to ensure that Eni Pakistan remains a responsible company, value stakeholders and the Pakistani society on the basis of sound business principles.

Values

Our core commitment is:

1. Operating in accordance with Eni Code of Ethics, acting in accordance with human rights of their communities, memory, history, transparency, good faith, with due respect of the environment, integrity, resources, shareholders, consumers, employees, and third parties.
2. Operate within the framework of risk reduction in protection and promotion of Human Rights, the respect of human rights and non-discrimination of all persons, without regard to age, gender, ethnicity, health and safety of all persons in the workplace.
3. Commit to innovation, and bring to the market products in cultural, religious and ethnic heritage fractions 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. Build partnerships with Stakeholders to meet our vision and needs in collaboration with them.
5. Reduce the local environmental impact of operations, in coherence with Eni's vision of environmental stability, air, groundwater, sedimentary and atmospheric pollution, soil remediation, oil and gas exploration and production recovery.
6. Commitment of biodiversity and ecosystems by:
 - * maintaining oil and gas exploration and development activities within the boundary of Biodiversity Status included in the ENI/ESG1301 World Heritage List (as of May 24, 2013)
 - * Environment management model in compliance with Eni Biodiversity and Ecosystem Services (BES) policy at Eni Pakistan Zone
 - * promote integrated environmental, social development and governance or good management practices in line with Eni BES Policy

These principles are enshrined in the Company Business Plan, Safety and Social Contract, An Agreement of the Company and Supplier(s) 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
Documentation of the Risk Assessment	Subcontractor shall develop a specific Risk Assessment and refer to this section to be carried out in all work environments, shall therefore, review during the execution of the contract.
Draft of the HSE plan relevant to contract activities	Subcontractor shall develop an HSE Plan relevant to the activities to be carried out in all work environments, shall therefore, review during the execution of the contract.
Contract/SOW HSE Organization	Subcontractor shall have an organisational structure established to be carried out in all work environments, shall therefore, review during the execution of the contract.
HSE Personnel Competences (qualifications and training)	Subcontractor shall have evidence of competence and qualification of all HSE personnel. Management, Superintendents, Supervisors, Technicians, shall be analytical/ capable for the execution of the contract, as per the contract requirements.
Discipline/Trade Supervisors (Coordinators Competences (qualifications and training)	Subcontractor shall have evidence of competence and qualification of all HSE Discipline/Trade persons such as Coordinators, Supervisors, Technicians, as per the specific requirements in the contract.
Personal Protective Equipment (PPE)	Subcontractor shall provide all PPE required to be used during executing the contract along with the specific standards and specific requirements in the contract.
Vehicles	Subcontractor shall provide all vehicles required to be used in the execution of the contracts, such as Vans, Site cars, trucks, vans etc. along with relevant certificates for as per the specific requirements in the contract.

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



Eni Pakistan Limited

Annexure-I

[on bidder's letterhead]

[Company Name]
[Company Address]

Declaration as per art. 47 of DPR 445/2000
delete and insert the Boni 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 I/SE2 - 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 HSE1 - Subcontractor HSE minimum requirements
- ID card/ passport of the person who signs the declaration

Template of "Contractor declaration about Subcontractor HSE requirements

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Eni Pakistan Limited

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 Boni 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

DECLARIS

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 signs the declaration

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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.