Annex B - List of handover documents

CONTRACT HANDOVER FORM (Revision-02)

FROM: PROCUREMENT (PCP)

TO: ICT (PNI) CC: HSE DEPT

SECTION 1					
HANDOVER MEETING (if app	olicable)	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:					
PCP representative(s):	(name, surname, signature)				
CH/CA representative(s):	(name, surname, signature)				
HSE representative(s):	(name, surname, signature)				

SECTION 2 CONTRACT DATA AND HANDOVER OF DOCUMENTS

Contract No (specify if its revision)	5000012616 - External Rev-02
Scope of Work	Maintenance of HP Plotter/Printer/Scanner
Contractor Name (in full)	COMPSI (PVT) LTD.
Contractor Representative Contact details	Mr. Muhammad Farrukh
	Email: < farrukh@compsi.com>
	Telephone: 0345-2525359
Contract Value	Total ACV: PKR 4,059,967.00/- equivalent to US\$
	32,243/- (@ average exchange rate)
	Branch-General: 65%, Bhit: 25% & Kadanwari: 10%
	Contract Chronology is tabulated below,
Start Date	20-Jun-18
End Date	30-June-2023
Options if any	None
Notice for options if any	
Type (Blanked, P.O., S.A.)	Blanket Order (without any minimum work rate
Insurance Policies required	CONTRACTOR shall place and maintain throughout
(provide the list of applicable insurances and	the term of the CONTRACT:
coverages required)	a) an insurance, or another form of compensation,
	covering personal injury to, or death of, employees
	of the CONTRACTOR engaged in the performance of
	this CONTRACT;
	b) a Third Party Liability Insurance (or Public Liability
	or General Liability) covering Contractor's liabilities
	arising out of the performance of the CONTRACT;
	c) all further insurances as required by APPLICABLE
	LAW.
Compensation Scheme	
(explain Lump Sum, Price List, reimbursable,	As per Appendix-A of the contract
cost+ fee, discounts, volume discounts, if any)	•
SAP structure (line items)	No
Itemized Y/N, availability of open line Y/N	
Payment Terms	60 Days
Penalties, / Liquidated damages	As per Art. 14 of the contract
(Explain thresholds and applicability)	2.5% of the value of the delayed SERVICES for each
	day of delay or part thereof, up to a maximum of 10%

Handover Form – CONTRACT Nº 5000012616 - External Rev-02 EPK_Template_01_Contract Handover form-Rev 7 (6/21)

HSE Requirements	Applicable HSE99-00IN-GD-098-04	
Respect for Human Rights (To specify Human Rights criticality as per Commodity code)	D	
Subcontracting Note for User: Cascade subcontracting and total subcontracting not allowed	Not Applicable	
Delivery Terms	As per each call off requirement	
Location	As per each call off requirement	

Contract Documents				
	Applicable Y/N	Comments (if any)		
Form of Agreement	N			
Letter of Amendment no. 02	Y			
General Conditions	N			
Special Conditions	N			
Appendix "A"- "Compensation and Method of Application"	N			
Appendix "C Financial Guarantees - Specimen copy/ies of Advance Payment Bank Guarantee, Performance Bond or Parent Company Guarantee	N			
Appendix "D"- "Scope of Work and Technical Specification" (Revised)	N			
Appendix "E" - "HSE-CR Guidelines	Υ			
Appendix "G" Security Guidelines	Y			
Appendix "F" - OHHMS Guidelines	Υ			
Appendix "S" -Sub-Contracting Information"- List of Approved Subcontractors	N			
Call off Order specimen	N			
Appendix "B"-"Price Schedule/Price List"	N			
Any Other Documents	N			

The following contract information and docume Holder and to HSE on 23/08/2022	ents are handed over from Procurement Dept. to Contract
PRO representative	01
Buyer's Name & Signature	Muhammad Osama Farooqi
Team Leader's Name & Signature	thatight Rehman
C&P Manager's Name & Signature	Alim Ur Rehman
Receipt by:	Mag and
CH representative	
HSE representative	-

Contract Chronology

	Maintenance of HP Plotter/Printer/Scanner								
Initial Contract Award (June-2018)				Ext Amd (Aug-2021)		This Ext Amd (Jun-2022)			
Sr No	Contract No	Awarded to	Duration	Award Method	ACV (USD)	Changes	Amd No	Changes	Amd No
1	5000012616	COMPSI (PVT) LTD. (SAP Code: 445050)	3 Years firm + 1 Optional year	Tender	PKR 2,772,000/- equivalent to US\$ 24,000/-	1) Val Ext of One Year 2) ACV Enh of PKR 1,287,967.00/- (US\$ 8,243) 3) Revised guidelines	1	Val Ext of one year only	2

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:
Name, DeptS A LAWSID DIQUI	Sign:

General:

- Pral:

 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, Subcontracts the Contract.
 - Check if activities being subcontracted are listed in Contract among those that can be subcontracted. 0
 - Maximum limit of subcontract able activities has not been exceeded
 - There are no multi-tier subcontracts, unless specifically permitted by the Contract 0
 - Subcontractor is not listed in the Reference lists 0
 - 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 or received from the Contractor have been reviewed/approved or received by all relevant personnel, for e.g. correspondence of a contractual or commercial nature to be reviewed by the C&P Dept. and if necessary by Legal Dept.
- Approve all invoices/vouchers in a timely manner in accordance with the clause stipulated in the Contract.

Expediting and Inspection:

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

Performance Feedbacks

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

Feedback should cover the following aspects:

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

Close-Out

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

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

Attachment A list of critical commodity codes

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

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)

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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:	Maintenance of HP Plotter/Printer/Scanner			
Contractor Name:	COMPSI (PVT) LTD. SAP code: 4450			
Contractor Address:	Suit # 104, Park Avenue, Shahra-e-Faisal, Karachi, Pakistan.			
Buyer Name:	M Osama Farooqi			
Contract Manager Unit:	ICT Manager (PNI)			
Start Date:	20-June-2018 End Date: 30-June		30-June-2023	

THIS PART IS INTENTIONALLY LEFT BLANK
ORDER INCLUDES ALL OF THE FOLLOWING PAGES



Registered in England Company No 151940 Registered office: Eni House 10 Ebury Bridge Road, London SWIW 8PZ Liability of members is limited

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Object

Amendment-02 - Maintenance of HP Plotter/Printer/Scanner

Letter of Amendment: Amendment-02 Dated: 21-June-2022

Amendment-02 to Contract-5000012616 for "Maintenance of HP Plotter/Printer/Scanner" between Eni Pakistan Ltd. (the "COMPANY") and COMPSI (PVT) LTD. (the "CONTRACTOR")

Whereas

COMPANY and CONTRACTOR entered into a CONTRACT with an EFFECTIVE DATE June 20, 2018 whereby CONTRACTOR provides "Maintenance of HP Plotter/Printer/Scanner".

Now therefore it is agreed as follows:

 Reference to Article 2. THE CONTRACT of the Form of Agreement, the article is being deleted in its entirety and is being replaced as follows,

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 Amendment-02
- Amendment-01
- This Form of Agreement
- Appendix "A" "Compensation and Method of Application"
- Appendix "D" "Scope of Work"
- Appendix "E" "HSE-CR Requirements"
- Appendix "G" "Security Guidelines"
- a. "eni Code of Ethics"
- b. Model 231'
- c. "MSG Anti-Corruption"
- d. "eni Guidelines for the Protection and Promotion of Human Rights".

The documents from point (a) to (d) are retrievable at the following websites: www.eni.com and https://eprocurement.eni.it (section Suppliers>Tender>Company Policies & Models). In the event of any conflict between the above documents, precedence shall be established in the order listed.

 Reference to Article 3 of Form of Agreement, the Contract is being extended for around one (1) year from 20-June-2022 to 30-June-2023 at the same existing Rates, Terms & Conditions.

This Amendment-02 is effective from 20 June 2022.

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

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

For and on behalf of COMPANY	For and on behalf of CONTRACTOR
Signature:	Signature:
Name:	Name: M. FARRUKH
Title: PAOLO GIRAUDI	Title:HEAD of COD
Date: 30- June - 2022	Date:
9	nd of Amendment-02
\	nd of Amendment-02