

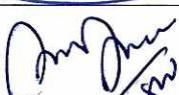
Contract Handover

ONLY for contracts valued **LESS** than
5,000,000 USD

enipakistan

Contract number	<u>5000012590</u>	Contractor & Contractor Representative Contact details	<i>MULTINET PAKISTAN (PVT) LTD. Mr. Imran Haider, Manager CRM Inma.haider@multinet.com.pk +92-3444488962</i>
Contract Holder	<i>Irfan Zulfiqar, ICT Manager</i>	Subject	Internet Services for Karachi Office
Contract Type	Tender	Administrative Value	PKR 2,893,000/-equivalent to US\$25,048/-
Effective Date	21 st May 2018	Expiry Date	20 th May 2021
Commencement Date	First call off order date	Notice	N/A
Extension Options	01		N/A
Bank Guarantees or Performance Guarantees to be Provided			
Insurances	As per Article 14 of Form of Agreement Contract		
Compensation Scheme	Compensation as per unit rate	Payment terms	60 Days
Penalties / Liquidated Damages	25% on each week of delay up to maximum 10% on total call off value		Tick as Applicable: <input checked="" type="checkbox"/> This FORM OF AGREEMENT <input type="checkbox"/> Special Conditions (where applicable) <input type="checkbox"/> General Terms Conditions <input type="checkbox"/> Call-Off Order (where applicable) <input checked="" type="checkbox"/> Appendix "A"-“Compensation and Method of Application” <input type="checkbox"/> Appendix “B”-“Price Schedule/Price List” (where applicable) <input type="checkbox"/> Appendix “C”-“Specimen copy/ies of Advance Payment Bank Guarantee,
HSE requirements	HSC99-00-IN-GD-098-02		<input type="checkbox"/> Appendix “D”-“Scope of Work and Technical Specification” <input type="checkbox"/> Appendix “E” -“HSE-CR Requirements” <input type="checkbox"/> Appendix “F” -“Quality Requirements” (where applicable) <input checked="" type="checkbox"/> Appendix “G”-“Security Guidelines” <input type="checkbox"/> Appendix “H”-“Contract Coordination Procedure/Variation Procedure” (where applicable)
Subcontracting <u>Note for User:</u> Cascade subcontracting and total subcontracting not allowed Contract Holder to maintain subcontractor register and submit PRO copy of technical approval of any subcontractor	<i>Not applicable</i>	List of Contract Documents	Attachments: Refer to Contract Attachment
Delivery Terms	<i>As per each call off order</i>	Location	<i>Karachi</i>

Contract was handed over from PRO to Contract Holder on: 13-July-2018

Buyer's Name & Signature	Venessa Arif		Comments (if any)	
Team Leader's Name & Signature	Khaliq ur Rehman			
C&P Manager's Name & Signature	Renato Malacarne			
HSE Manager's Name & Signature	Samir Wasim			

Contract Holder Acceptance

Contract Holder Roles and Responsibilities

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

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

Contract Holder Representative:

Date: 17/8/18

Name, Dept.

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

Sign: 

General:

- Raise Call-Off Orders and Delivery Orders in a timely manner before the start of the activities
- Monitor contract expiry date and financial validity and ensure timely action (minimum 3 months before expiry and before reaching 80% of AV), if the duration or financial validity of the contract requires enhancement.
- Monitor progress of the contract, incl. time frame, costs and performance to ensure compliance with contract and project budget.
- 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.
- Conduct the evaluation of Contractor management practices and deliverables.
- Continually review contracts regarding their effectiveness and in case of ongoing call-off contract continually review to ensure that present service is in line with that originally contemplated.
- Maintain subcontractors register and sub-contractors performance

- 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
- File all the documentation concerning the Contract Management that, when required, shall be at disposal of Control Unit (internal and or external)

Administrative:

- Sign all correspondence to Contractor/Supplier
- Perform final inspection and acceptance of all work required under the contract.
- Certify acceptance of deliverable of goods and services rendered by Contractor.
- Approve all invoices in a timely manner in accordance with the clause stipulated in the contract.

Expediting and Inspection:

Be responsible for ensuring that the inspection and expediting function is carried out effectively

Feedbacks

Prepare and submit to Procurement Department FEEDBACK (yearly and at end of contract) reports on contractor performance analysis which covers the following matters:

- Late Delivery
- Quality of supplied goods and services
- HSE
- Completion of delivery or work
- Any non-compliance

Close-Out

Initiate and coordinate the Contract Close Out after Contract work/ Services completion (for contracts > 5,000,000 US\$)



Blanket Order - 5000012590

Eni Pakistan Limited

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

445330 - MULTINET PAKISTAN (PRIVATE) LIMITED
Street: PLOT 1D-203,SECTOR 30,
00000 KORANGI INDUSTRIAL AREA, KHI
Pakistan

General Data:

Information

Description: Internet Services for Karachi Office

Supplier: 445330 - MULTINET PAKISTAN (PRIVATE) LIMITED

Payment Term: 60 days invoice date

Buyer: Venessa Arif

Valid From/To: May 21, 2018 - May 20, 2021

Contract Manager Unit: PNI

Contract Manager Name: Mr. Irfan Zulfiqar, Regional ICT Manager

Revision Number: 00

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BLANKET ORDER INCLUDES ALL OF THE FOLLOWING PAGES



Object**PROVISION OF INTERNET SERVICES FOR KARACHI OFFICE****Form of Agreement**

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, **Multinet Pakistan (Pvt) Ltd**, a corporation existing under the laws of Pakistan and having its principal place of business at 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

- 1.1. 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 subcontractor; 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.

"CONTRACT PRICE" means the amounts of any compensation to be paid by COMPANY for the performance of the SERVICE in accordance with the provisions of the CONTRACT.

"CONTRACTOR GROUP" means:

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

"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.

"VAT" means "value added taxes" or similar taxes which apply or may from time to time be introduced, which shall be imposed in accordance with the relevant legislation in force at the time of making the supply and/or provision of the SERVICE.

- 1.2. Words importing the singular include the plural and vice versa where the context so requires.
- 1.3. References to Articles and Appendices are references to Articles and Appendices in this contract.
- 1.4. Unless specifically stated otherwise, all references to days shall mean calendar days.
- 1.5. 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 agreement
- Appendix "D" - "Scope of Work"
- Appendix "A" - "Compensation and Method of Application"
- 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.

3. CONTRACT DURATION AND OPTIONS TO EXTEND

- 3.1 This CONTRACT shall become effective on 21st May 2018 or the signing date by both PARTIES whichever comes later shall be treated as (the "EFFECTIVE DATE") and shall continue in full force and effect for a period of 36 months, 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 in the Karachi office on First call-off order date (the "COMMENCEMENT DATE") and shall thereafter



proceed with the SERVICE with due expedition and without delay, for a period of 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 additional 12 months, under the same terms and conditions as set forth herein, by giving written notice to CONTRACTOR at least 15 days before the expiration of the CONTRACT.

4. KICK OFF MEETING

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

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 **INTERNET SERVICES FOR KARACHI OFFICE** as is more fully described in the CONTRACT (the "SERVICE") 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. CALL-OFF ORDER PROCEDURE

- 6.1. With reference to Article "Call-off Order" of the General Terms Conditions and on the basis that no minimum work commitment is guaranteed herein, the supply of GOODS shall be requested from time to time by COMPANY with a CALL-OFF ORDER signed by the authorized attorneys of both PARTIES.
- 6.2. 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 GOODS to be supplied;
 - Delivery location;
 - Commencement Date
 - Delivery Date required;
 - 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 GOODS.
- 6.3. 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.
- 6.4. 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.
- 6.5. Unless otherwise agreed between the PARTIES, in the event that CONTRACTOR supplies GOODS without the authority of a CALL-OFF ORDER as described above, then COMPANY reserves the right to refuse acceptance of those GOODS by COMPANY, and COMPANY shall not be responsible for any costs arising from such a refusal.



7. COMPLIANCE WITH LAW, PERMITS AND AUTHORIZATIONS

- 7.1. 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.
- 7.2. 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.

8. PERFORMANCE

- 8.1. 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.
- 8.2. 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".
- 8.3. 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.

9. CONTRACTOR PERSONNEL

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.

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 Article 10.1. 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 Article 11.1 above within a reasonable time, then COMPANY may decide either:
 - a) to carry out, or engage others to carry out, the necessary work of correction, 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 this Article 11.2 a); or
 - b) to determine and certify a reasonable deduction in any compensation payable to CONTRACTOR under this CONTRACT; or
 - c) to terminate this CONTRACT in accordance with Article 12.1.
- 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 Article 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 Article 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 13 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 to 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;
 - c) 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), 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 if:



- a) CONTRACTOR fails to commence the SERVICE by the relevant COMMENCEMENT DATE; or
- b) CONTRACTOR fails to complete the SERVICE by the relevant COMPLETION DATE

then CONTRACTOR shall pay to COMPANY as liquidated damages and not as a penalty for each such failure to observe such obligation in accordance with its terms, the amount at a rate of 2.5% of the value of the delayed SERVICES for each week of delay or part thereof, up to a maximum of 10%. 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 CONTRACTOR.

- 15.2. If the period of delay exceeds the period of 2 weeks COMPANY may terminate the CONTRACT for material breach.
- 15.3. 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 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 16 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. LOCAL CONTENT

CONTRACTOR shall to the extend is reasonable, practical and technically and commercially acceptable, use Goods/Materials, Services/Works and personnel of Pakistan.

18. CONTRACT PRICE

- 18.1. In consideration for the satisfactory performance of this CONTRACT in accordance with its terms, COMPANY shall pay CONTRACTOR the CONTRACT PRICE in the amounts set out in and in the manner stipulated in Appendix "A" of the CONTRACT.
- 18.2. The CONTRACT PRICE shall be inclusive of any applicable taxes, custom duties, stamp duty and fees as, excluding withholding tax and Value Added Tax ("VAT")/General Sales Tax ("GST"), if applicable. VAT/GST, if applicable, shall be mentioned separately.
- 18.3. Except as otherwise stipulated in this CONTRACT, the sums set out in the CONTRACT shall remain fixed and not be subject to any adjustment or escalation during the term of this CONTRACT.
- 18.4. No extra charges shall be effective unless agreed in writing and signed by COMPANY.
- 18.5. CONTRACTOR has properly evaluated all costs and contingencies necessary for the completion of the performance of the CONTRACT in accordance with its terms and CONTRACTOR undertakes to make no claims whatsoever or requests for variations, for price adjustments and/or time extensions based on its failure sufficiently to evaluate such costs and contingencies or for its reliance on COMPANY supplied information and data and CONTRACTOR hereby waives any right to demand any such additional compensation howsoever arising.

19. INVOICING

- 19.1. After the completion of each milestone or month as the case may be, CONTRACTOR may submit invoices to COMPANY in the form and number requested by COMPANY. All invoices submitted by CONTRACTOR to COMPANY shall be accompanied by such documents and records or other evidence as COMPANY may request to support charges contained therein. Any VAT (Value Added Tax), if applicable, shall be clearly shown as a separate item.
- 19.2. Each invoice shall include the following information:
 - a) reference number and date of issue of this CONTRACT;
 - b) name, address and Federal/Provincial Sales Registration Number (if applicable) and National Tax Number of the CONTRACTOR;
 - c) the code number allocated to CONTRACTOR as shown on this CONTRACT;



- d) serial number and date of issue of the invoice;
 - e) items billable as listed, numbered and described in the applicable Appendix, including tariff heading and other details of the service;
 - f) the VAT rate and amount including equivalent amount in Pakistani Rupee (PKR) (where applicable) and/or Federal/Provincial Sales Tax Number ("STRN") (where applicable);
 - g) amount excluding and including VAT mentioning equivalent amounts in PKR;
 - h) a copy of the relevant APPROVED acceptance/milestone payment certificate;
 - i) method of transport used;
 - j) Bank details of the CONTRACTOR;
 - k) COMPANY's National Tax Number (NTN) and General Sales Tax Number (GST) which are as follows:
 - National Tax Number (NTN): 0823414-7
 - General Sales Tax Number (GST): 12-00-2711-011-91
- 19.3. The COMPANY may require a separate sales tax invoice from the CONTRACTOR exclusively in PKR containing all the particulars as prescribed under the APPLICABLE LAW.
- 19.4. All invoices submitted by CONTRACTOR to COMPANY shall be accompanied by such documents, records, lien waivers, receipts, APPROVED time sheets or other evidence as COMPANY may request to support charges contained therein and CONTRACTOR shall ensure that all such documents, records, lien waivers, receipts, APPROVED time sheets or other evidence shall truly reflect the facts about the activities, milestones and transactions to which they pertain and that COMPANY may rely upon these as being complete and accurate.
- 19.5. The PARTIES agree that Invoices shall not cover more than one CONTRACT and shall be sent to the following address:
- Attention: Accounts Payable (accounts.payable@enipakistan.com.pk)
 - Address: Eni Pakistan Limited
5th Floor, The Forum, G-20, Block 9
Khayaban-e-Jami, Clifton
Karachi-75600 (Pakistan)
- Queries on status of invoice may be sent to:
- Attention: The Accounting Manager
 - Fax No.: +92 21 5838493

20. PAYMENT

- 20.1. Subject to the written approval by COMPANY of CONTRACTOR's invoice, the invoice shall be paid within 60 days of receipt, in the PKR to the CONTRACTOR's designated bank account, specified below, which bank account shall be opened, maintained and operated by CONTRACTOR either in the country the provision of SERVICE or the country of incorporation or foreign branch registration. Payment under this CONTRACT shall be made only to this account opened in the name of CONTRACTOR.
- | | |
|-------------------|-----------------------------------|
| - Bank Name: | Faysal Bank |
| - Bank Address: | Main Branch, Faysal House Karachi |
| - Account Name: | Multinet Pakistan (Pvt) Ltd |
| - Account Number: | 110-006-0006976 |
| - SWIFT Code: | FAYSPKKA |
| - IBAN Number: | PK95FAYS0001100060006976 |
- 

- 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.

21. FORCE MAJEURE

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

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, and CONTRACTOR shall take all necessary and reasonable steps to prevent the disclosure of the received information to any other person.
- 23.2. CONTRACTOR shall not, and shall ensure that all members of CONTRACTOR GROUP shall not (a) publish any press release, announcement, advertisement or reference to the SERVICE 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 SERVICE or this CONTRACT without prior COMPANY written approval. Any proposed release, announcement, advertisement or reference shall be submitted to COMPANY for its review prior to any publication or release for publication.
- 23.3. The obligations of confidentiality under this Article 23 shall continue in force for a period of five years from the date of termination of the CONTRACT.

24. GOVERNING LAW

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

25. DISPUTES RESOLUTION

COMPANY and CONTRACTOR shall use their best efforts to resolve any dispute or claim which may arise under the CONTRACT in an amicable manner. Failing an amicable settlement within a reasonable time, but not exceeding sixty (60) calendar days, any dispute or claim arising out of or in relation to the CONTRACT shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such Rules. The cost of such arbitration shall be borne as determined by the arbitrator(s). Unless otherwise mutually agreed, arbitration hearings shall be held in London UK. The language of the arbitration shall be English. The award shall be final and binding on the PARTIES and may be enforced in any court or competent jurisdiction. The PARTIES shall treat all matters relating to the arbitration as confidential in accordance with Article 23.

26. MISCELLANEOUS

- 26.1. 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.

- 26.2. **Entire Agreement.** This CONTRACT constitutes the entire agreement between the PARTIES in respect of the subject matter and supersedes all prior correspondence, negotiations, understandings, discussions and agreements, either written or oral, between the PARTIES with respect to its subject matter. This CONTRACT may not be altered, amended or modified except where agreed by the PARTIES in the form of a supplemental written agreement signed by both PARTIES. It is agreed and understood that any alteration, amendment or modification of the CONTRACT contained in e-mail exchanges or correspondence between the PARTIES shall not be effective unless and until reduced in the form of such a supplemental written agreement signed by both PARTIES.
- 26.3. **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.

27. NOTICES

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

COMPANY:

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

CONTRACTOR:

- Attention: Mr. Inam Haider, Manager CRM
- Address: MULTINET PAKISTAN (PVT) LTD
1D-203, Sector 30,
Karongi Industrial Area,
Karachi Pakistan
- Tel. No.: +92 3444488962



28. REPRESENTATIVES OF THE PARTIES

- 25.1 COMPANY hereby appoints as its Representative:

25.1.1 COMPANY REPRESENTATIVE: Mr. Irfan Zulfiqar, Regional ICT Manager

Email: irfan.zulfiqar@enipakistan.com.pk
Telephone: +92-21-35879951

25.1.2 CONTRACT ADMINISTRATOR: Salman Siddiqui, Networking, Service Desk, TLC Infrastructure Team Leader, Information & Communication Technology

Email: Salman.Siddiqui@enipakistan.com.pk
Telephone: +92-21-35879951

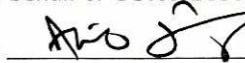
- 25.2 CONTRACTOR hereby appoints as its Representative:

25.2.1 CONTRACTOR REPRESENTATIVE: Mr. Inam Haider, Manager CRM

Email: inma.haider@multinet.com.pk
Telephone: +92 3444488962

IN WITNESS whereof:

The PARTIES have signed this agreement on the dates stated below

For and on behalf of COMPANY Signature:  Name: GIORGIO GUIDI Managing Director Title: _____ Date: <u>22/5/18</u>	For and on behalf of CONTRACTOR Signature:  Name: Ali Jawaad. Title: DBM South Date: <u>22 - MAY - 2018</u>
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Appendix A
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 PKR.
- 1.4. All prices and rates set forth within this Appendix A shall remain fixed and unchangeable for the whole duration of the CONTRACT and shall be subject neither to any adjustment nor to any escalation and currency fluctuation, unless stated specifically otherwise herein.
- 1.5. The unit rates set out in this Appendix A shall be valid in the event COMPANY increases or decreases the quantity of SERVICES ordered.
- 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

S. No	Description	MONTHLY Price (PKR) 1st Year	MONTHLY Price (PKR) 2nd Year	MONTHLY Price (PKR) 3rd Year
1	Bandwidth charges for 10 Mbps internet link	50,000	45,000	40,000
2	Bandwidth charges for 15 Mbps internet link	60,000	52,500	45,000
3	Bandwidth charges for 20 Mbps internet link	80,000	75,000	60,000
4	Installation Charges (One Time Payment)	50,000	Free	Free

Note:

- 1) Payment to be made on quarterly basis.
- 2) Payment terms are standard payment terms net sixty (60) days credit from invoice submission date to COMPANY'S finance department.

Appendix D - Scope of Work

Please refer to the attached Scope of work document.

Appendix E - HSE-CR Guidelines

Please refer to the attached HSE- CR Guidelines.

Appendix G - Security Guidelines

Please refer to the attached Security Guidelines.

Appendix I

Please visit www.eni.com for "eni Code of Ethics", "Model 231", "MSG Anti-Corruption" and "eni Guidelines for the Protection and Promotion of Human Rights".



<i>Items</i>		
2	Product Category Internet Link for Karachi office	GI Num (*) 5
	PKR	Price per Unit: 1 Payment Terms: 0060
- 60 days invoice date Product category: RADIOCOMMUNICATION I - SS08AA02		

(*) Good issue ref. number

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

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