

Contract Handover

enipakistan

Contract number	5000011654 (Contract Amendment 01)	Contractor & Contractor Representative Contact details	Rewterz Noman Salahjee Email: noman.salahjee@rewterz.com Mob No: +92 333 2308059	
Contract Holder	PNI – ICT Manager	Subject	Maintenance & Subscription for Nessus Vulnerability Management Software.	
Contract Type	Blanket Order (with no minimum commitment)	Administrative Value	Total ACV: PKR 1,462,550.00 equivalent to USD 12,090.56	Branch General: PKR 1,462,550.00 equivalent to USD 12,090.56
Effective Date	24-Jan-18	Expiry Date	23-Jan-21	
Commencement Date	As per 1 st call-off order date			
Extension Options	Utilized with this revision	Notice	Seven (7) days (Refer to Article 11.2)	
Bank Guarantees or Performance Guarantees to be Provided				
Insurances	As per Original Blanket Order Art.(13)			
Compensation Scheme	Payment shall be made to Supplier on per unit rate basis through call –off order as advance upfront. Refer to Appendix A –Compensation Schedule.	Payment terms	60 days from receipt of invoice	
Penalties / Liquidated Damages	Liquidated Damages shall be applied at a rate of "0.5% of the value of SERVICES for more than 4 hours of delay on backup system in delivery as per the call off order up to a maximum of 5% of the call off order value." Refer to Art.(14) of the Original Blanket Order	List of Contract Documents	Tick as Applicable: <input checked="" type="checkbox"/> Letter of Amendment <input type="checkbox"/> Special Conditions (where applicable) <input type="checkbox"/> General Terms & Conditions <input type="checkbox"/> Appendix "A"-"Compensation and Method of Application" <input type="checkbox"/> Appendix "C" Financial Guarantees - Specimen copy/ies of Advance Payment Bank Guarantee, Performance Bond or Parent Company Guarantee (where applicable) <input type="checkbox"/> Appendix "D"-"Scope of Work and Technical Specification" <input type="checkbox"/> Appendix "E" -"HSE-CR Guidelines (where applicable)" <input type="checkbox"/> Appendix "E1"-"Checklist for verification of HSE Plan" (where applicable) <input type="checkbox"/> Appendix "F" Security Guidelines (where applicable) <input type="checkbox"/> -Appendix "L" - Logistics Guidelines (where applicable) <input type="checkbox"/> -Appendix "S" -Sub-contracting Information"-List of Approved Subcontractors (where applicable) <input type="checkbox"/> Call off Order specimen <input type="checkbox"/> Appendix "B"-"Price Schedule/Price List" (where applicable)	
HSE requirements	HSE99-HO-IN-GD-098-03			
Subcontracting	No approved subcontractor. Any subcontractor authorization in post contract award phase has to be in line with C&P Procedure PR-016-R03 - Management of Sub Contracts Note for User: Cascade subcontracting and total subcontracting not allowed			
Delivery Terms	DDP	Location	Karachi Office	

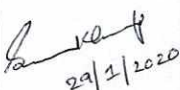


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Contract was handed over to Contract Holder on

(dd/mm/yyyy)

29th / Jan /2020

Buyer's Name & Signature	Suman Khalid		Comments (if any)	
Team Leader's Name & Signature	Zafar Misbah			
C&P Manager's Name & Signature	Luigi Chiappa			
HSE Manager's Name & Signature	N/A			

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:

Name, Dept.

TAHA LATEEF
ICT Manager

Date: 10-Feb-2020

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)
- Conduct the evaluation of Contractor management practices and deliverables.
- Maintain an effective working relationship with the Contractor to facilitate the efficient execution of the Contract.
- Continually review Contracts regarding their effectiveness and in case of ongoing activities continually review to ensure that present service is in line with that originally contemplated.

- Coordinate the verification of the required documentation and the issue of subcontractor's authorization or subcontractor activation approval, in case of Subcontracts already approved in the Contract .
 - Check if activities being subcontracted are listed in Contract among those that can be subcontracted.
 - Maximum limit of subcontract able activities has not been exceeded
 - There are no multi-tier subcontracts, unless specifically permitted by the Contract
 - Subcontractor is not listed in the Reference lists
 - Subcontractor suitability with regard to the non-existence of any prohibitions/infiltrations attempts by mafia as provided by the Anti-Mafia legislation, where applicable
 - Subcontractor is not listed in list of vendors with status "revoked"(Disqualified), "suspended", or "warning with authorization", by consulting C&P Vendor management unit.
 - In case of negative feedback on subcontractor's performance, check for necessary investigations.
 - 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 eg. 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.



Blanket Order no: 5000011654

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 & Subscription Renewal for Nessus Vulnerability Management Software – Rev 01			
Contractor Name:	Rewterz		SAP code:	212902
Contractor Address:	Level 1, Bahria Complex III M.T. Khan Road Karachi, Sindh-74000 Pakistan			
Buyer Name:	Suman Khalid			
Contract Manager Unit:	PNI – ICT Manager			

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ORDER INCLUDES ALL OF THE FOLLOWING PAGES



Blanket Order no: 5000011654

Object

Subscription Renewal for Nessus Vulnerability Software (Amendment No. 01)

Letter of Amendment # 01

Amendment # 01 to CONTRACT 5000011654 for "Maintenance & Subscription Renewal for Nessus Vulnerability Management Software" between Eni Pakistan Ltd. (the "COMPANY") and Rewterz (the "CONTRACTOR")

Whereas:

COMPANY and CONTRACTOR entered into a CONTRACT 5000011654 with an EFFECTIVE DATE 24th January 2018, whereby CONTRACTOR provides "Subscription for Nessus Vulnerability Software" to the COMPANY.

Now therefore it is agreed as follows:

1. Reference to Article 3 – Contract Duration and Option to Extend. The duration of the CONTRACT is hereby being extended for a further period of twelve (12) months starting from **24th January, 2020 till 23rd January, 2021 under the same terms and conditions.**
2. For Appendix A, Article 2 "Compensation Scheme", below mentioned table will be applicable from **24th January, 2020 till 23rd January, 2021:**

S.No	Item Description	Price in PKR
1	Nessus Manager - On Premise - 128 Hosts - 128 Agents - 1 Additional Scanner(s) Annual Subscription (Renewal) Date: 2020-01-24 - 2021-01-23 Term: 12 Months CID:18939	522,756
2	Local Support Remote - RZ SUPP	79,646

Note: GST and SST will be applicable on submission of valid invoice.

This Amendment Number 01 shall be effective from the date of signing by both the PARTIES.

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.

For and on behalf of COMPANY

Signature: 

Name: ANGELO LIGRONE

Title: Managing Director

Date: 23rd JANUARY '2020

For and on behalf of CONTRACTOR

Signature: 

Name: FAIZ AHMAD SHOJA

Title: CEO

Date: 23/1/2020

In witness whereof COMPANY and CONTRACTOR have signed this Amendment Number 01 on the date stated below.

----- End of Amendment No. 01 -----