

Annex B - List of handover documents**CONTRACT HANDOVER FORM (Contract Revision)****FROM: PROCUREMENT (PCP)****TO: ICT Department****CC: HSE DEPT (If applicable)****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) _____
 PCP 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 (specify if its revision)	5000020968
Scope of Work	Provision of Home Internet Services
Contractor Name (in full)	Cyber Internet Services (Pvt.) Ltd.
Contractor Representative Contact details	Mr. Iqbal Merchant Email: i.merchant@stormfiber.com Telephone: 0302-8257655
Contract Value	Total ACV: PKR 6,403,212/- Branch – 100 %
Start Date	01-Nov-2021
End Date	30-Oct-2024 (03 years firm)
Options if any	Yes (12 months)
Notice for options if any	
Type (Blanket, P.O., S.A.)	Blanket Order (with no minimum work commitment)
Insurance Policies required (provide the list of applicable insurances and coverages required)	Refer to Article No. 12 of Form of Agreement of Contract.
Compensation Scheme (explain Lump Sum, Price List, reimbursable, cost+ fee, discounts, volume discounts, if any)	Call off basis, as per appendix A of the Contract.
SAP structure (line items) Itemized Y/N, availability of open line Y/N	Yes
Payment Terms	60 days from receipt of invoice

Penalties, / Liquidated damages <i>(Explain thresholds and applicability)</i>	N/A
HSE Requirements	N/A
Respect for Human Rights (To specify Human Rights criticality as per Commodity code)	Low
Subcontracting <u>Note for User:</u> Cascade subcontracting and total subcontracting not allowed	N/A
Delivery Terms	As per each Call off requirement
Location	Eni Designated Locations

Contract Documents		
	Applicable Y/N	Comments (if any)
Form of Agreement	YES	Attached
Letter of Amendment no. 01	NO	
General Conditions	NO	
Special Conditions	NO	
Appendix "A"- "Compensation and Method of Application"	YES	Attached
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	Attached
Appendix "E" - "HSE-CR Guidelines (where applicable)	NO	
Appendix "F" Security Guidelines (where applicable)	NO	
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 12/11/2021

PRO representative

Buyer's Name & Signature

Saba John

Team Leader's Name & Signature

Khalilq-ur-Rehman

C&P Manager's Name & Signature

Alim-ur-Rehman

Receipt by:

CH representative

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:

IAHA LATEEC

Date: 14-Dec-2021

Name, Dept.

ICT

Sign: *[Signature]*

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
- 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	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)





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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:	Provision of Home Internet Services		
Contractor Name:	Cyber Internet Services (Pvt.) Ltd.	SAP code:	445053
Contractor Address:	A-904, 9th Floor, Lakson Building III, Sarwar Shaheed Road, Saddar, Karachi.		
Buyer Name:	(Ms) Saba John		
Contract Manager Unit:	ICT Manager (PNI)		
Start Date	01-Nov-2021	End Date	31-Oct-2024

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ORDER INCLUDES ALL OF THE FOLLOWING PAGES





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CONTRACT No.: 5000020968
SUBJECT: Provision of Home Internet Services

FORM OF AGREEMENT

With reference to your offer dated 28th October, 2021 we, **Eni Pakistan Limited**, hereby award you, **Cyber Internet Services (Pvt.) Ltd.**, the subject agreement (hereinafter referred to as "the CONTRACT") on the following terms and conditions.

The CONTRACT is made by and between: the following PARTIES designated as "COMPANY" and "CONTRACTOR":

COMPANY:

Eni Pakistan Limited, a corporation existing under the laws of England and having its principal place of business at the following address:

Address:

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

and

CONTRACTOR:

Cyber Internet Services (Pvt.) Ltd., a corporation existing under the laws of Pakistan and having its principal place of business at the following address:

Address:

A-904, 9th Floor, Lakson Square Building No. 3, Sarwar Shaheed Road, Karachi-74200, Pakistan.

The CONTRACT constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and shall supersede and cancel all prior agreements or understandings, whether oral or written.

1. DEFINITIONS AND INTERPRETATION

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.

"WILLFUL MISCONDUCT" means any act or failure to act (whether sole, joint or concurrent) by any person or entity which was in willful 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.





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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:

1. This Form of Agreement
2. Appendix "A" - "Compensation and Method of Application"
3. Appendix "D" - "Scope of Work and Technical Specification"
4. eni Code of Ethics" - retrievable at the following websites: <https://eprocurement.eni.it>
5. "Model 231" - retrievable at the following websites: <https://eprocurement.eni.it>
6. "MSG Anti-Corruption" - retrievable at the following websites: <https://eprocurement.eni.it>
7. "eni Guidelines for the Protection and Promotion of Human Rights"- retrievable at the following websites: <https://eprocurement.eni.it>

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 2021 (the "**EFFECTIVE DATE**") and shall continue in full force and effect for a period of Thirty-Six (36) months, subject to termination in accordance with the terms of the CONTRACT.
- 3.2. CONTRACTOR shall commence the provision of the SERVICE in accordance with the CONTRACT, on the date(s) set out in the CALL-OFF ORDER(S) (the "**COMMENCEMENT DATE**") and shall thereafter proceed with the SERVICE with due expedition and without delay, for the duration of this CONTRACT and in accordance with the provisions this CONTRACT.
- 3.3. This CONTRACT shall become effective on the EFFECTIVE DATE of the CONTRACT, and shall remain in full force and effect until the CONTRACTOR has fulfilled all its obligations under the CONTRACT.
- 3.4. 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.
- 3.5. COMPANY may extend the CONTRACT for twelve (12) additional months, under the same terms and conditions as set forth in the CONTRACT, by giving written notice to CONTRACTOR at least (thirty) 30 days before the expiration of the CONTRACT.

4. SCOPE OF WORK

- 4.1. The PARTIES agree that in consideration for the payments to be made by the COMPANY under the CONTRACT, CONTRACTOR hereby covenants to execute diligently and complete provision of **Home Internet Services** as is more fully described in the **Appendix "D"** of the Services CONTRACT (the "**Scope of Work and Technical Specifications**" in accordance with the provisions of the CONTRACT).
- 4.2. On the basis that no minimum work commitment is guaranteed herein under, the SERVICES to be performed shall be requested from time to time by COMPANY's REPRESENTATIVE with a **CALL-OFF ORDER** issued by COMPANY in accordance with the Article "**CALL-OFF ORDER**" of the General Conditions.

5. COMPLIANCE WITH LAW, PERMITS AND AUTHORIZATIONS

- 5.1. 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.
- 5.2. 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.





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6. PERFORMANCE

6.1. 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 authorized representatives during such period.

6.2. 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".

6.3. 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 unauthorized 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 unauthorized modification.

7. CONTRACTOR PERSONNEL (IF APPLICABLE)

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 behavior of any CONTRACTOR personnel is disruptive or undesirable in any manner, COMPANY may so notify CONTRACTOR in writing and CONTRACTOR shall take any corrective measures required by COMPANY including the removal and replacement of such CONTRACTOR personnel at no cost to COMPANY.

8. ASSIGNMENT AND SUBCONTRACTING

8.1. 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.

8.2. CONTRACTOR shall not subcontract the whole of the SERVICE.

9. HEALTH, SAFETY AND ENVIRONMENT

9.1. 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.

9.2. 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.

9.3. 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.



[Handwritten signature]



- 9.4. Failure by CONTRACTOR to comply with the requirements of this Article shall entitle COMPANY to:
- terminate the CONTRACT for material breach;
 - discontinue, in whole or in part, the SERVICE charging CONTRACTOR with any extra costs to COMPANY resulting therefrom.

10. TERMINATION

- COMPANY may terminate the CONTRACT in writing with immediate effect in the event that CONTRACTOR is in breach of the CONTRACT. However, COMPANY shall inform the CONTRACTOR on the nature of the breach and provide a fifteen (15) days' notice to rectify the same; failure of which the COMPANY has the right to terminate the contract.
- COMPANY may at its convenience terminate the CONTRACT, or any part thereof, at any time by giving thirty (30) calendar day's written notice to CONTRACTOR. In the event of termination under this par. 10.2. 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.
- COMPANY in its sole discretion may suspend the performance of the CONTRACT for any reason and at any time by giving written notice of fifteen (15) days thereof to CONTRACTOR. Where COMPANY suspends performance under this par. 10.3, CONTRACTOR shall be entitled to compensation for any reasonable, documented costs incurred directly as a result of the suspension.

11. LIABILITIES

- 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, WILLFUL MISCONDUCT or fraud or (ii) by CONTRACTOR GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE, WILLFUL MISCONDUCT or fraud.
- 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:
 - injury, illness or death of any member of CONTRACTOR GROUP;
 - loss of, or damage to the property, owned, hired or leased, of any member of CONTRACTOR GROUP.
- 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:
 - injury, illness or death of any member of COMPANY GROUP;
 - loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP.
- 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.
- Subject to article 11.4 (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.
- 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





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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.

- 11.7. 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 defense of any action relating to such matter in which it may be named as a defendant.

12. INSURANCE

CONTRACTOR shall maintain all relevant insurances as per APPLICABLE LAW.

13. TAXES

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.

- 13.1. 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.

- 13.2. 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 endeavors 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.

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 endeavor 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 penalized 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.

- (ii) 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 penalized 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) 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.
- 13.3. "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.
- 13.4. 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.

13.5. 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.

14. CALL-OFF ORDER PROCEDURE

- 14.1. 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.
- 14.2. 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:
1. CONTRACT number;
 2. CALL-OFF ORDER number;
 3. Description of the SERVICES required;
 4. Work/Service or Delivery location;
 5. Commencement date;
 6. Date of Completion;
 7. Name of the COMPANY's representative to whom the CONTRACTOR shall report as described herein.
 8. CALL-OFF ORDER amount
 9. Programs(s), time schedule(s) as well as any necessary instructions and directions in connection with the SERVICES.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.



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15. CONTRACT PRICE

- 15.1. 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.
- 15.2. 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.

16. INVOICING

- 16.1. 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.
- 16.2. The 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
- 16.3. 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.
- 16.4. 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. In case of discrepancy is found later, amounts will be adjusted accordingly by means of credit note.
- 16.5. 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@eni.com)
 - Address: Eni Pakistan Limited
5th Floor, The Forum, G-20, Block-9, Khayaban-e-Jami, Clifton, Karachi-75600.
Queries on status of invoice may be sent to:
 - Attention: The Accounting Manager
 - Fax No.: +92-21-5838493





17. PAYMENT

- 17.1. 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 of the SERVICE performance 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.

Account Name	:	Cyber Internet Services (Pvt.) Ltd
Bank Name	:	Habib Bank Pakistan
Account Number	:	0033-7900151803
Swift Code	:	0033
IBAN Number	:	PK52 HABB 0000 3379 0015 1803
Address of Bank	:	Abdullah Haroon Road Saddar, Karachi

- 17.2. 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.
- 17.3. In case of update of bank details, Contractor will submit revised bank details to Finance (Accounts Payable) on their letterhead signed by contract signatory

18. 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 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.

19. INTELLECTUAL PROPERTY RIGHTS

- 19.1. 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.
- 19.2. 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.

20. CONFIDENTIALITY

- 20.1. 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.
- 20.2. 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



- 20.3. 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:
- its auditors,
 - its AFFILIATES,
 - 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.
- 20.4. CONTRACTOR shall not, and shall ensure that all members of CONTRACTOR GROUP and/or the PARTIES CONCERNED shall not:
- publish any press release, announcement, advertisement or reference to the SERVICES or to this CONTRACT in any way (including the award of same), or
 - 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.
- 20.5. 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.
- 20.6. 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:
- 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;
 - 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;
 - 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.

21. 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 Pakistan.

22. 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 Pakistan 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 Pakistan. 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".

23. ADMINISTRATIVE AND ANTI-CORRUPTION LIABILITY, Corporate Social Responsibility and Human Rights

Administrative and Anti-Corruption Liability

1. CONTRACTOR represents and warrants that it has reviewed and understood: (a) the general standards of transparency of the sensitive activities related to the Model 231 pursuant to Legislative Decree 231/2001 and the Eni's Supplier Code of Conduct, adopted by the COMPANY; (b) the Anti-Corruption Management System Guideline of COMPANY. CONTRACTOR takes note that each of the documents under (a) to (b) above are available on the website: www.eni.com and undertakes to comply with the principles contained therein.
2. With reference to the activities covered by or related to the CONTRACT:
 - 2.1 CONTRACTOR undertakes to comply with, and shall cause its directors, officers, employees, and collaborators engaged by the CONTRACTOR in the execution of the CONTRACT (for such to be intended consultants, advisors, agents and equivalent figures – hereinafter the "Collaborators") to comply with, APPLICABLE LAWS including, without limitation, laws aimed at combating and punishing corruption such as the FCPA, the UK Bribery Act 2010, the Italian Legislative Decree no. 231 dated 8th June 2001 and Italian Anti-Mafia and any other applicable anti-corruption laws in force worldwide, as well as international anti-corruption treaties such as the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption ("Anti-Corruption Laws").
 - 2.2 CONTRACTOR represents and warrants that it has issued and implemented governance policies aimed at preventing its directors, officers, employees and its Collaborators from committing, or attempting to commit, any conduct such as sanctioned under Italian Legislative Decree 231 dated 8th June 2001, as well as any conduct in violation of the Anti-Corruption Laws, and undertakes to maintain and ensure the implementation of these policies for the entire duration of the CONTRACT.
 - 2.3 CONTRACTOR represents and warrants that it has no conflicts of interests and undertakes promptly to report to COMPANY if any such situation should arise during the performance of and in relation to the CONTRACT. For the purpose of this CONTRACT, conflict of interest means any situation referring to the CONTRACTOR that may interfere with the ability of COMPANY and its directors, officers, employees and Collaborators to make impartial decisions in the latter's interest.





2.4 CONTRACTOR undertakes to:

- a. accurately and transparently record in its accounting books any amount received or paid in relation to the CONTRACT;
 - b. not subject its people to working conditions, methods of surveillance or degrading housing situations in violation of APPLICABLE LAW. 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 sub letter b. To this end, CONTRACTOR agrees to provide COMPANY with all the information related to the performance of the CONTRACT in the manner to be agreed by the PARTIES.
 - c. promptly informs COMPANY of any information relating to pending investigations, proceedings, sanctions or decisions against CONTRACTOR and 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 the Anti-Corruption laws;
 - d. promptly inform COMPANY of any request or demand for any undue payment of money or other advantage received by CONTRACTOR in relation to the CONTRACT.
3. The PARTIES hereby agree that any breach, even partial, by CONTRACTOR of the representations, warranties and/or 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 with immediate effect.
4. In the event of any formal findings by any relevant authority, including judicial, obtained also from any media, evidencing any such breach, COMPANY shall have the right, pending the relevant verifications or findings, to suspend, in whole or in part, the performance of the CONTRACT. CONTRACTOR shall not be entitled to any payment during such period of suspension. However, the Contractor shall be entitled to all payments for the services performed till the date of suspension.
5. CONTRACTOR hereby reserves the right to temporarily suspend the services by written notice to the COMPANY in the event the COMPANY engages in or allows or commits any of the acts as mentioned below from (i) to (viii). The service shall remain suspended until a resolution is reached between CONTRACTOR and COMPANY.
- i. any course of action which compromises the performance, security or integrity of any servers or other computers or any other devices or software connected directly or indirectly to the internet outside COMPANY rights under the Agreement;
 - ii. any material increase in traffic levels for any unlawful purpose like email spamming, Voice Over IP etc. which can result in security intrusions on outside networks;
 - iii. any type of tampering or 'invasion' of security system, password protection or encryption of CONTRACTOR or outsiders by the COMPANY;
 - iv. Infringement of any right of other internet users, service providers, content providers and / or any users of CONTRACTOR'S systems through the COMPANY computer systems;
 - v. any prohibited or unreasonably excessive use of spamming of electronic mail or similar information delivery system outside COMPANY right of use under this Agreement through COMPANY computer systems;
 - vi. transmission of voice on or through the Data Communication Network;
 - vii. Any use or attempted use of the Services to reproduce, re-distribute, retransmit, publish, translate, transfer or exploit any information, which is against the international rules and regulations such as spamming, Trojan attacks, virus propagations etc. should be prohibited.
 - viii. Any other activity prohibited by any applicable law, rule, regulation or license of/framed under, but not limited to, the Act or PTA rules and regulations.
6. CONTRACTOR warrants and undertakes that any SUBCONTRACTORS must comply with any and all obligations attributed to the CONTRACTOR in this Article, as if it was applicable directly to such SUBCONTRACTORS.
7. Corporate Social Responsibility and Human Rights
- a. CONTRACTOR represents and warrants that it has reviewed and understood a) Eni's Statement on respect for human rights and b) Eni's Slavery and Human Trafficking Statement, available on the website www.eni.com, and that it operates in line with the principles contained therein.
 - b. CONTRACTOR represents and warrants that it complies with APPLICABLE LAW and international best practices and guidelines aimed at preventing and contrasting violations of human rights,



[Handwritten signatures]



including among others such as a) United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for multinational enterprises, b) the ILO Declaration on fundamental principles and rights at work, c) the US Global Magnitsky Act and related executive orders and d) the Council Regulation (EU) 2020/1998 of 7 December 2020 concerning restrictive measures against serious human rights violations and abuses.

- c. CONTRACTOR represents and warrants that it shall respect, and shall cause its directors, officers, employees, and Collaborators engaged by the CONTRACTOR in the execution of the CONTRACT to respect, human rights and shall make its best effort to avoid violating or contributing to violating human rights.

24. MISCELLANEOUS

- 24.1.** 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.
- 24.2.** 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.
- 24.3.** 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.

25. NOTICES

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

COMPANY:

Attention: **Taha Lateef – ICT Manager**
taha.lateef@eni.com
 Tel no: 92-21-35879951
Address: **Eni Pakistan Limited**
 5th Floor, The Forum, G-20, Block 9
 Khayaban-e-Jami, Clifton, Karachi-75600, Pakistan.

CONTRACTOR:

Attention: **Ghulam Mohiuddin**
Address: A-904, 9th Floor, Lakson Building III, Sarwar Shaheed Road, Saddar,
 Karachi.
 Email Address : ghulam.mohiuddin@cyber.net.pk
 Cell No.: 0301-8248299 / Tel No.: 111-44-55-66 / 5401
 and copy to: Iqbal Merchant





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26. REPRESENTATIVES OF THE PARTIES

1. COMPANY hereby appoints as its Representative:

1a. COMPANY REPRESENTATIVE:

Taha Lateef – ICT Manager
taha.lateef@eni.com
Tel no: 92-21-35879951

1b. CONTRACT ADMINISTRATOR:

Salman Siddiqui, Networking, Service Desk, TLC Infrastructure Team Leader
Salman.Siddiqui@eni.com
Tel no: 92-21-35879951

2. CONTRACTOR hereby appoints as its Representative:

CONTRACTOR REPRESENTATIVE:

Mr. Iqbal Merchant
Email: i.merchant@stormfiber.com
Telephone: 0302-8257655

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

For and behalf of **COMPANY**

For and behalf of **CONTRACTOR**

Signature

Signature

Name

PAOLO GIRAUDI
MANAGING DIRECTOR

GHULAM MOHIUDDIN

Title

Title

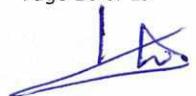
CHIEF FINANCIAL OFFICER

Date

04-11-2021

Date

4th November, 2021





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APPENDIX A - COMPENSATION AND METHOD OF APPLICATION

INDEX

- 1. GENERAL**
- 2. COMPENSATION SCHEME**

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 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.





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2. COMPENSATION SCHEME

S.No.	Description	Measure	CYBER INTERNET SERVICES (PVT) LTD.
			Fixed Rates (03) years Contract (01-Nov-2021 to 31-Oct-2024 (PKR -Inclusive of All Taxes)
			Unit Rate
1	Monthly bandwidth charges (10 Mbps)	Unit rate	2,524
2	Monthly bandwidth charges (20 Mbps)	Unit rate	3,838
3	Monthly bandwidth charges (30 Mbps)	Unit rate	5,153
4	Monthly bandwidth charges (50 Mbps)	Unit rate	7,782
5	Monthly bandwidth charges (100Mbps)	Unit rate	13,040
6	HD Box Connection (if required)	Unit rate	440
7	Relocation charges (if required)	Unit rate	2,825
8	One time installation cost per location (if required)	Unit rate	13,560

Note:

1. Other than above listed item, Company may utilize any other facility of the premises of the Contractor, which shall be charged on Actual subscription basis.
2. Additionally, there is a provision made available in the Contact Appendix-A to acquire / switch on any other new services / packages introduced by the Contractor at any time during the contract period which contract holder consider economically beneficial for the Company, comparing existing packages rates available in the contract.
3. New Services / Packages rates shall be paid on subscription basis considering rates available on contractor's web site. COMPANY will issue a separate Call-Off Order against proposed rates for any new services / packages by the contractor not mentioned in the contract.
4. Payment will be made in PKR on Net 60 Days Credit from Original Payment Invoice Receipt date to COMPANY's Finance Department.
5. Currency of the payment shall be in PKR.





Blanket Order No: 5000020968

ATTACHMENTS

Appendix "D" - "Scope of Work and Technical Specification"

Refer to the attached Scope of Work and Technical Specifications.

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>



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Scope Of Work

Home Internet Services

Date created : 08/07/2021
Date revised :
Revision :
:

TITLE : Scope of Work – Home Computing / Internet Services
PROJECT :
PHASE :
:

Prepared by : Mohammad Sohail Department: ICT

: Bashir Ahmed Department: ICT

Checked by : Salman Siddiqui Department: ICT

Approved by : Taha Lateef Department: ICT

Scope Of Work

Home Internet Services

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Scope Of Work

Home Internet Services

Scope of Work:

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

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 will be provided.

Home Internet Connections

- End to end fiber connectivity
- Minimum 30 Mbps (Triple Thunder) and Maximum 100 Mbps (Triple Hurricane) Bandwidth
- Wifi Router
- Excellent Wireless Network Coverage
- All the necessary cabling and passive job will be responsibility of vendor.
- Vendor has to share MRTG graph for the real time monitoring of internet link.
- In case of fault in equipments vendor has to replace it within 2-3 hours at maximum.
- Vendor has to ensure 24/7 on call support and 99.99% link availability.
- All installation done under proper HSE practices
- If required these internet connections can also be requested at Eni Pakistan office premises.

Scope Of Work

Home Internet Services

Terms & Conditions

- The ISP must maintain equipment in prescribed manner.
- The Entire work shall be undertaken by qualified personnel of the contractor.
- Eni Pakistan will pay fiber optic laying charges for new locations only.
- The Vendor and his team will abide by the Safety & Security laws of the Eni.
- All necessary tools, manpower will be the responsibility of the vendor.
- All the router credentials will be shared with Eni Pakistan.
- No third party contractor fiber is allowed, only ISP owning Fiber optic network will be allowed for connectivity.
- Eni Pakistan can terminate the contract with one week notice for any location or all of them.
- In case of house shifting the fiber relocation job will be done by contractor, Eni shall pay shifting charges only with monthly billing.
- Eni Pakistan designated staff will add or remove the connection according to business needs.
- No Installation charges at the locations where existing internet services is already available.

Packages

Monthly bandwidth charges (10 Mbps)

Monthly bandwidth charges (20 Mbps)

Monthly bandwidth charges (30 Mbps)

Monthly bandwidth charges (50 Mbps)

Monthly bandwidth charges (100Mbps)

Note: Above are required internet packages. However, all required services are covered under commercial BOQ.



Scope Of Work

Home Internet Services

Current Locations

No.	Location
1	81, 3rd St, Kh-e-Sehar
2	6/1, 3rd St, Kh-e-Hilal
3	D-207 Block-5
4	5th Floor The Forum Kh e Jami Clifton - 9
5	House No.9B, 1st East St. Phase I DHA
6	C-27, Street 11, Block-13 Gulistan e Johar
7	C-165 Block D, North Nazimabad
8	32-B/2, Q Street, Phase-7, DHA VII
9	Appt # C-402 Mustafa Heights, DMCHS Block-3, Shaheed e Millat Road

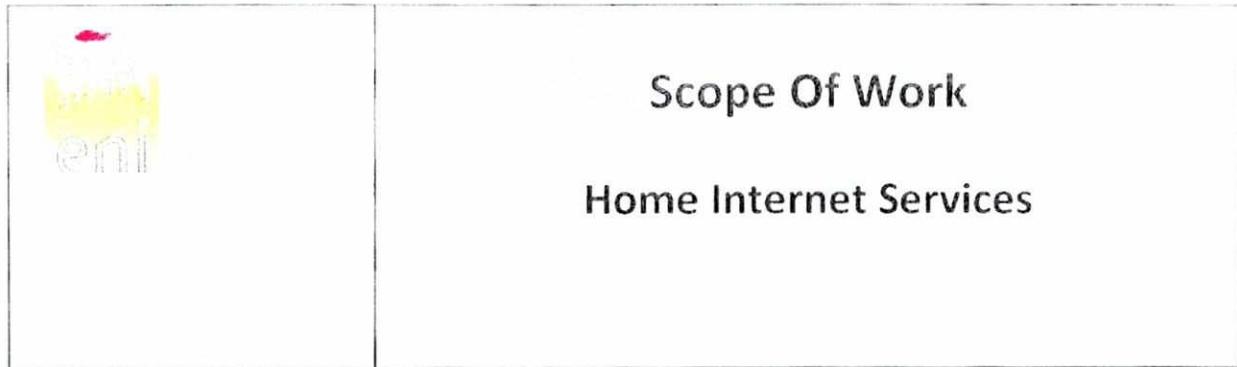
	<h2>Scope Of Work</h2> <h3>Home Internet Services</h3>
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Support Criteria

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

Guaranteed response and resolution times are as follows:

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

- System down (Urgent)
- System unstable (Urgent)
- Poor response time (Critical)
- Application of critical hardware/software patches (Critical)
- Users unaware of problems (Important)
- Application of non-critical hardware/software patches (Important)

Required Documents

- Overall Experience as Fiber to Home Service Provider
- Coverage to all Eni Pakistan Required Locations
- Confirmation on no-third Party Involvement in End to End Links Establishment

Prepared By :
Salman Siddiqui

Approved By:
Taha Lateef





Eni Pakistan Limited
Contracts & Procurement Department

ITT No: 7200025302
Subject: Provision of Alt ERT&DR Site Dark Fiber Rental Charges

SUMMARY OF BIDS

RFS No. :	10100930
Originator:	ICT (PNI)
Est RFS Value: (USD)	45,934

Bidder:			CYBER INTERNET SERVICES (PVT) LTD.			Existing Contract 5000010526 Rev-02 Expiring on 31st Dec-2022		Estimated CBD as per PR		Comparitive Analysis (Annually)	
Item	DESCRIPTION	Unit	Unit Price Per Month	Total Prices for 3 years	Total Prices Annually	Unit Price	Total Prices for 3 years	Impact in Amount	Impact in %	Impact in %	
1	Deployment of End to End Dark (Burried) Fiber on rental basis	Monthly	Rs 140,000	Rs 5,040,000	140,000	Rs 140,000	Rs 5,040,000	-	-		
2	6 Mbps Internet Link	Monthly	Rs 60,000	Rs 2,160,000	Not Available	Rs 50,000	Rs 1,800,000	360,000	20%		
3	20 x SIP Extension	Monthly	Rs 3,000	Rs 108,000	Not Available	Rs 10,000	Rs 360,000	(252,000)	-70%		
4	Analog CPE Cost (One time cost for 2 units)	Each	Rs 100,000	Rs 200,000	Not Available		200,000	-	-		
5	Domain Renewal/Registration Charges	Yearly	Waived	Waived	Not Available	Rs 75,000	Rs 225,000	-	-		
Total cost in equivalent PKR for 3 years			Rs	7,508,000			Rs	7,625,000	108,000	1.42%	
Total cost in equivalent US-\$ for 3 years			\$	44,139							

Technically acceptable ?	Yes
Total evaluated cost - PKR	Rs 7,508,000
Recommendation:	CYBER INTERNET SERVICES (PVT) LTD.
Commitment value:	US\$
Reasons:	Single Source Bidder

Approvals required (C&P to obtain the following approvals, if reqd.):

MD	Yes
JV Partners	No
Milan	No
Prepared by:	M Osama Farooqi Buyer
Signature:	
Date:	
Checked by:	Khaliq Ur Rehman Procurement Team Leader Development & Maintenance (D&M)
Signature:	
Date:	
Approved' by:	Alim Ur Rehman Procurement Manager
Signature:	
Date:	

Notes:

Please note that there is no existing or previous contract available for the entire package (all line items). However, the existing contract has only one line item which has similar rates as quoted by the Cyber Internet services, therefore, offered rates for the subject services by Cyber Internet services are also compared with estimated cost breakdown provided by the end-user along with PR. The rates quoted by the bidder are slightly higher than the estimated CBD.

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