CONTRACT HANDOVER NOTE

New Contract

From	C&P			
To (Contract Holder)	ICT Manager			
CC	-			
PR No.	10105786	ACV Enh: NA	Duration Ext: NA	Others: -
Contract Award Method	Sole Source			
Contract Number(s)	5000030106			
Contractor Name(s)	Halliburton Worldwide Limited - Pakistan Branch			
Scope of Work	Licenses, M	aintenance and S	upport Services for Hall	iburton Applications
Contract Value (USD)	1,200,000			
Applicable Concessions	Branch Gen	eral		
Concession-Wise Breakdown	N/A			
Start Date	01-Jan-202	01-Jan-2024		
End Date	31-Dec-202	31-Dec-2026		
Optional Extension(s)	+1+1+1			
Contract Type	SERVICES			
Subcontracting	Not Applica	ble	HSE Guideline Number	-

Designations	Names	Signatures	Date
Sr. C&P Engineer	Saba John		3-Ape-2024
C&P Team Leader	Muhammad Bilal	B	3-Apr-2024
C&P Manager	Alim ur Rehman	Have	03,04,2028

Notes:

1. Contract-5000030106 handover over to end user department via email on 29th March 2024.

Contract Holder Acknowledgement

I hereby acknowledge that I, as a Contract Holder, have read and accept the roles and responsibilities (as mentioned on the second page) for the contract(s) under my authority as a requesting unit.

Contract Holder	Name	Signature	Date
ICT Manager	Salman Siddiqui	Mul	3/4/84

Contract Holder Roles and Responsibilities

The Contract Holder has the overall responsibility to manage the Contract, including communication with the Contractor as necessary, to ensure it is satisfactorily performed, and hereby undertakes the following responsibilities:

General:

- Ensure that the Company's interests are protected through the administration of the contract.
- 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 available financial value and ensure timely action (minimum 6 months before expiry and before reaching 70% ACV), if contract requires duration extension or ACV enhancement.
- Analyze Contractor deliverables and work progress against the contractual clauses.
- Verify that HSE requirements are adhered to as per contractual clauses.
- · Ensure implementation of Contractor management plans and procedures in compliance with the Contract
- · Conduct the evaluation of Contractor management practices and deliverables.
- Maintain effective working relationship with the Contractor to facilitate the efficient execution of the Contract.
- · Continually review Contract regarding effectiveness.
- · Continually review ongoing activities to ensure that these are 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 Subcontractors already approved in the Contract.
- Check if activities being subcontracted are listed in the Contract among those that can be subcontracted.
- · Verify that maximum limit of subcontract able activities has not been exceeded.
- Verify that there are no multi-tier subcontracts, unless specifically permitted by the Contract.
- · Carry out subcontractor sample checks on the declarations given by Contractor regarding the requirements.
- Ensure that Contractor is complying with the Insurance requirements against the contractual clauses.
- · Ensure that Contractor is complying with relevant Guarantees against the contractual clauses.
- · Check whether any Liquidated Damages or Penalties or volume discounts are applicable as per the Contract.
- 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. In case of correspondence of a contractual or commercial nature, it has to be reviewed by the C&P, Finance, Legal or any other relevant department.
- · Approve and sign the Call-Off Order (COFF).
- Approve and sign the Material Inspection Note (MIN).
- · Approve and sign the Service Entry Sheet (SES).
- Verify all invoices in a timely manner against the contractual clauses.

Expediting and Inspection:

- Expedite all Goods / Services / Works required under the contract.
- Ensure verification of Goods / Services / Works of the Contractor.

Performance Feedback:

- Prepare and submit Contractor Feedback Report at the time of contract amendment or at the time of new contract award for similar services in order to verify suitability for future use.
- In case of misconduct by Contractor or Subcontractor, negative feedback is to be recorded.
- · Inform C&P of any negative feedback through separate email.
- The Feeback shall cover the following aspects:
 - o Quality of Goods / Services / Works
 - o HSE
 - o Timely Delivery or Completion
 - o Punctuality
 - o Behavior
 - o Any cost modification
 - Any non-compliance

Close-Out:

- Initiate and coordinate the formal Contract Close Out after completion of the Goods / Services / Works.
- For contracts with ACV greater than USD 5,000,000, prepare and submit the Contract Close Out Report to C&P department.



Prime Pakistan Limited

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

PABX : (92-21) 35879951 FAX : (92-21) 35838394-5

	LETTER	OF AWARD			
Contract Description:	Licenses, Maintenance and Support Services for Halliburton Applications				
Contractor Name:	Halliburton Worldwide L Pakistan Branch	SAP Code: 445319			
Contractor Address:	Plot No. 205 Kurang Ro	ad, Sector 1-10/	3, Industrial Ar	ea, I	slamabad, Pakistan
Contractor Incorporation:	Cayman Island		Contract Type:		Services
Contractor Representative:	Mr. Fareed Mushtaq				
Contact Number:	+92-304-1241647	Fareed.Mushtaq@halliburton.com			
Contract Holder:	PTA ICT Manager				
Company Representative:	Mr. Salman Siddiqui				
Contact Number:	+92-333-4900380	Email:	salman.siddiqui@prime-pakistan.com		
Contract Start Date:	01-Jan-2024	End Date:	31-Dec-2026		
Commencement Date:	As per First COFF	Opt. Ext:	1+1+1 Years		
C&P Buyer Name:	Saba John	Email:	saba.john@prime-pakistan.com		

The attachments to the Letter of Award include the following; however, the CONTRACT documents and priority are as per Article-3 of the General Terms & Conditions:

Appendix-A Compensation Schedule

General Terms & Conditions

Appendix-B Halliburton Terms & Conditions

Appendix-D Scope of Work

Appendix-F OHHMS Guidelines

Appendix-G Security-CR Guidelines

Articles 4 till 9 and Article 12.9 of the Halliburton Terms & Conditions shall supersede over the General Terms and Conditions (T&Cs) of the CONTRACT.

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

In witness whereof, the PARTIES have signed this CONTRACT-5000030106 on the dates stated below:

For and behalf of COMPANY		For and behalf of CONTRACTOR		
Signature	Caman A. Mia	Signature		
Name	Kamran A Mian	Name		
Title	CEO	Title		
Date	27-3-2024	Date		



Registered in England & Wales, Company No. 00151940 Registered Office: 5th Floor, Halo, Counterslip Bristol, UK, BS1 6AJ Liability of members is limited.



Appendix-A - Compensation Schedule

Sr. No.	Description of Services	UoM	Fixed Rates 1 st Year (USD)	Fixed Rates 2 nd Year (USD)	Fixed Rates 3 rd Year (USD)
1	Geoscience Basic - 8 Seats	Name and Address of the Control of t	340,000	340,000	340,000
2	Geoscience Advance - 2 Seats				
3	Information Management and Platform Management - 1 Seats				
4	Drilling & Completion - 4 Seats				
5	Geomechanics - 1 Seats	Lumpsum			
6	Additional Benefits: Two Additional Geoscience Basic Seats = Free (1 Year) - 2 Seats additional excluding above mentioned 08 Seats. • Legacy Data Migration (From Geoframe to OpenWorks) • Connectivity/Configuration of Petrel with OpenWorks using Decision Space Integrated Server (DSIS) • Resident Engineer for on-site support	Per Annum			

Notes:

- 1. The above-mentioned rates are exclusive of SST.
- 2. The Rates shall be in USD and shall remain fixed for each year of the CONTRACT.
- Payment shall be made in Advance at the beginning of each year of the CONTRACT against approved SERVICE ENTRY SHEET (SES).
- 4. The CONTRACT relates to SERVICES only, while GOODS & WORKS would not be applicable to this CONTRACT.
- 5. The Governing Law would be the laws of England & Wales.
- 6. The place of arbitration would be UK as per International Chamber of Commerce (ICC) Rules.
- 7. No Liquidated Damages would be applicable to this CONTRACT.
- 8. Guarantees, Variation Order, HSE Guidelines and Sub-Contracting would not be applicable to this CONTRACT.
- The COMPANY may issue the Request for Quotation (RFQ) for similar category items (including items specifications and quantities) to the CONTRACTOR to furnish formal Quotation.
- 10. The COMPANY may finally issue the COFF based on the exact items and respective quantities as requested in the RFQ.
- 11. In the event of any conflict between the General Terms & Conditions (T&Cs) of Prime Pakistan Limited and the Halliburton Terms & Conditions as per Appendix-B, then the T&Cs of Prime Pakistan Limited shall prevail, except Articles 4 till 9 and Article 12.9 of the Halliburton Terms & Conditions shall supersede over the General Terms and Conditions (T&Cs).
- 12. Subject to the formal APPROVAL through a SERVICE ENTRY SHEET (SES) by the COMPANY of the CONTRACTOR's invoice, the invoice shall be paid in USD opened in the name of the CONTRACTOR bank details specified hereinafter:

Bank Name

Standard Chartered Bank

Bank Address Account Name Standard Chartered Bank P.O. Box 999 Dubai, UAE Halliburton Worldwide Limited (Pakistan Branh)

Account Number

01-38890910-01 SCBLAEADXXX

SWIFT Code IBAN Number

AE740440000101389091001

Account Currency

USD