CONTRACT HANDOVER NOTE

Contract Amendment

From	C&P			
To (Contract Holder)	ICT Manager			
CC (HSE Department)	NA			
PR No.	10105808	ACV Enh: Yes	Duration Ext: Yes	Others: New General T&Cs
Contract Award Method	Tender			
Contract Number(s)	5000011304			
Contractor Name(s)	LMK Resources Pakistan (Pvt.) Ltd			
Scope of Work	Maintenance & Support for EMS			
Contract Value	56,000			
Contract Value (USD)	56,000			
Applicable Concessions	Branch Gene	eral		
Concession-Wise Breakdown	Karachi Office 100%			
Start Date	01-1-2018			
End Date	31-12-2024			
Optional Extension(s)	None			
Contract Type	SERVICES			
Subcontracting	NA	1	HSE Guideline Number	NA

Designations	Names	Signatures	Date
Sr. C&P Officer	Sajid Khaskheli	Sulvi	25-1-2024
C&P Team Leader	Khaliq ur Rehman	Dyn	25/01/2024
C&P Manager	Alim ur Rehman		25-01 2024.

Notes:

 The Contract-5000011304- Amd-04 covers maintenance support services of EMS (Exploration Management System) software used by Exploration Team for viewing updated information about Concessions, D&P leases, Applications, Seismic, Wells & Production data for all Pakistan. EMS is a proprietary application that has been developed by LMK Resource Pakistan Pvt. Limited based on Directorate General Petroleum and Concessions (DGPC), Government of Pakistan agreement with LMKR.

 Contract-5000011304 as Amd-04 with LMK Resources Pakistan (Pvt.) Ltd has been issued for for the Validity Extension of 1 Year from 1st January 2024 to 31st December 2024 with the Total Contract Duration as 07 years on the same rates as of Amd-03 along with ACV enhancement of USD 6,000/-, thereby making the Total Revised Contract ACV USD 56,000/- besides replacing the T&Cs with New General T&Cs.

3. The Contract has been released in the GPS/SAP system (with relevant internal approvals), facilitating the initiation of the COFF by the end-user-

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		30/1/24

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
 - Punctuality
 - o Behavior
 - o Any cost modification
 - o 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

(Formerly Eni Pakistan Limited)

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

PABX: (92-21) 35879951

FAX: (92-21) 35838394-5

	CONTRACT-500	0011304 Amd	-04	
Contract Description:	Maintenance & Support Service for EMS Software			
Contractor Name:	LMK Resources Pakistan	(Pvt.) Ltd	SAP Code:	445525
Contractor Address:	9th Floor, No 55-C, PTET Tower, Jinnah Avenue, Islamabad, Pakistan 44000			
Contractor Incorporation:	Pakistan		Contract Type:	Services
Contractor Representative:	Mr. Muhammad Idrees			
Contact Number:	+92-51-111-101-101 Email: <u>midrees@lmkr.com</u>		m	
Contract Holder:	PTA - ICT Manager			
Company Representative:	Mr. Salman Siddiqui			
Contact Number:	+92-333-4900380	Email:	salman.siddiqui@prime-pakistan.co	
Contract Start Date:	1-January-2018	End Date:	31-December-2024	
Commencement Date:	As per First COFF	Opt. Ext:	NA	
Extension Basis:	One Year Extension f New General T&Cs.	rom 1st January	2024 till 31st Decen	nber 2024.
C&P Buyer:	Mr. Sajid Hussain	Email:	Sajid.hussaln2@prime-pakistan.com	

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



Letter of Amendment-04 dated 28th December 2023

With reference to the CONTRACT-5000011304 for Maintenance & Support Service for EMS Software between the COMPANY, Prime Pakistan Ltd (formerly Eni Pakistan Ltd) and the CONTRACTOR, LMK Resources Pakistan (Pvt.) Ltd., effective 1st January 2018; the PARTIES hereby agreed to amend the CONTRACT as follows:

- 1. Through this Amendment-04, the CONTRACT shall be extended from 1st January 2024 and shall remain valid until 31st December 2024.
- 2. Through this Amendment-04, the attached New General Terms and Conditions of the COMPANY supersedes all previous Terms and Conditions of the existing CONTRACT and its subsequent amendment.
- Contractual Rates as per below table of the CONTRACT would remain unchanged till the validity of the Agreement between the Directorate General Petroleum Concessions (DGPC) of Government of Pakistan and LMKR, which at present is valid till 26th September 2024.

Sr. No.	Item Description	Yearly Rates (USD)
1	EMS Software - Maintenance & Support Services	8,000

- 4. The prices are inclusive of all taxes except GST & SST.
- 5. Insurance, Liquidated Damages, Guarantees, Guidelines, Variation Order and Sub-Contracting are not applicable to this CONTRACT.
- 6. Any further continuation of this CONTRACT between COMPANY and CONTRACTOR beyond 26th September 2024 would strictly be subject to the renewal of CONTRACTOR's Agreement with the DGPC. Otherwise, this CONTRACT would automatically be terminated after 26th September 2024.
- 7. CONTRACTOR to timely advise in writing to the COMPANY regarding further extension or termination of their Agreement with DGPC, along with the price renewal, if applicable. Any subsequent price change would automatically become an integral part of the CONTRACT for the extended period.
- 8. Subject to the formal APPROVAL through GOODS RECEIVING NOTE (GRN) or SERVICE ENTRY SHEET (SES) by the COMPANY of the CONTRACTOR's invoice, the invoice shall be paid in the equivalent PKR on the prevailing exchange rate at the time of Final Invoice submission to the COMPANY, opened in the name of the CONTRACTOR bank details specified hereinafter:

Bank Name

Habib Metropolitan Bank Limited

Bank Address

F-7 Markaz, Islamabad

Account Name

LMK Resources Pakistan (Private) Limited

Account Number

60237-203117-14105581

SWIFT Code

MPBLPKKAXXX

IBAN Number

PK39 MPBL 0237 0271 4010 5581

9. Payment shall be made on half yearly basis till 26th September 2024, and then for another period subject to the renewal of the Agreement between the CONTRACTOR and DGPC.

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.

the dates stated In witness whereof, the PARTIES have signed this CONTRACT-5000011304 Amendment-04 on below: SUNSTANDING SUBSTREET APTOR'JOMOJ For and behalf of COMPANY For and behalf of CONTR J-55 ON Signature Signature 91h Floor, Kamran A Mian Name Name Title Title Date 18-01-2024

w/ Is

..... End of Amendment-04