

Annex B - List of handover documents

CONTRACT HANDOVER FORM (Contract Revision)

FROM: PROCUREMENT (PCP)

TO: ICT Manager

CC:

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)	5000022182 Amd.01
Scope of Work	Purchase & Renewal of Microsoft License
Contractor Name (in full)	JAFFER BUSINESS SYSTEMS (PVT) LIMITED
Contractor Representative Contact details	Ms. Hamna Mallick Citi Tower, 33-A Shahrah-e-Faisal, Pakistan Employees Co-operative Housing Society, Block-6 PECHS, Karachi. 0336-2044658 Email hamna.mallick@jbs.live
Contract Value	ACV after Amd-01 PKR 473,000/-
Start Date	01-Jun-2022
End Date	30-June-2024
Options if any	Yes, Specify Period 1 years
Notice for options if any	
Type (Blanked, P.O., S.A.)	Blanked Order (with no minimum work commitment)
Insurance Policies required. (Provide the list of applicable insurances and coverages required)	N/A
Compensation Scheme (explain Lump Sum, Price List, reimbursable, cost+ fee, discounts, volume discounts, if any)	As per Original contract
SAP structure (line items) Itemized Y/N, availability of open line Y/N	No
Payment Terms	60 days from receipt of invoice

[Handwritten signatures]

Penalties, / Liquidated damages <i>(Explain thresholds and applicability)</i>	No Change same as in the original contract
HSE Requirements	N/A
Respect for Human Rights (To specify Human Rights criticality as per Commodity code)	N/A
Subcontracting <u>Note for User:</u> Cascade subcontracting, and total subcontracting not allowed	N/A
Delivery Terms	N/A
Location	Bhit

Contract Documents		
	Applicable Y/N	Comments (if any)
Form of Agreement	NO	
Letter of Amendment no. 01	Yes	
General Conditions	NO	
Special Conditions	NO	
Appendix "A"- "Compensation and Method of Application"	NO	
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)	NO	
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	

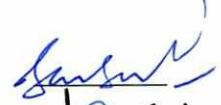
Two handwritten signatures in blue ink are present. The first signature, on the left, appears to read 'Suresh'. The second signature, on the right, appears to read 'Vikas'.

The following contract information and documents are handed over from Procurement Dept. to Contract Holder on 06/07/2023

PRO representative

Buyer's Name & Signature

Sajid Hussain Khaskheli


Sajid Hussain
25/07/2023

Team Leader's Name & Signature

Khalil-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:

Date:  25/07/2023

Name, Dept.

Sign: 

General:

- The Contract Holder shall ensure that Company's interests are protected through the administration of the contract.
- The Contract holder shall perform the role of Company Representative specified in the Contract.
- Raise Call-Off Orders in a timely manner before the start of the activities
- Monitor contract expiry date and financial validity and ensure timely action (minimum 6 months before expiry and before reaching 70% of ACV), if the duration or financial validity of the contract requires enhancement.
- Analyze Contractor deliverables and work progress measured against Contracts.
- Verify that HSE requirements are adhered to.
- Ensure implementation of Contractor management plans and procedures in compliance with the Contract including filing all the documentation concerning the Contract Management that, when required, shall be at disposal of Control Unit (internal and or external)

*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	RADIOTRANSMISSION 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.
3. Above € 150,000 in case of Closed Contracts (Purchase Orders)





Eni

Scope Of Work

Microsoft Licenses Purchase & Support

- The Contractor shall implement the solution as required to meet the requirements of eni pakistan.
- Contractor shall ensure to facilitate the eni pakistan to make use of all the features and functionalities of selected plans and its constituent components.
- Team deployed by the Contractor to implement the solution should be competent and proficient to implement the solution.

1.2 Maintenance & Support

CONTRACTOR shall be responsible to provide:

- *Telephonic Support* – if required to answer clarifications, questions made by the IT teams about the program usage.
- *Customer electronic support* – CONTRACTOR shall assist the company through emails, support portals for resolving the issues encountered.
- *Remote Assistance* – through internet if the technical and service mode proposed by the CONTRACTOR is acceptable to the company and in any case comply with the safety policies of the company.
- *Problem Solving* – Solve any possible non-functioning problem if the program provides wrong results and when it is jointly ascertained by the parties involved that the problem is due to defect in the program release.

Minimum Requirement/Minimum Qualification Criteria

The following are the minimum requirements for vendor eligibility for tender:

- Bidder must be an authorized Licensing Solution Provider (LSP) Partner of Microsoft in Pakistan.

Locations to be covered by the Contract

I. Eni Pakistan (Khi – Office)

Eni Pakistan
5th Floor, The Forum, G-20
Block-9 Khayaban-e-Jami



Eni

Scope Of Work

Microsoft Licenses Purchase & Support

Clifton, Karachi-75600,

II. COMPANY Bhit Field Location

Coverage, Response Times and Priority Levels

Business hours at Eni Pakistan are normally 8:30am to 5:00pm Monday to Thursday & Friday till 5:30pm.

CONTRACTOR shall be responsible to provide '24/7 online technical Support.

The CONTRACTOR's support phone line should be active and the mailbox monitored during these times.

Contract Duration

Commencement Date: 15th October 2021

End Date: 14th October 2022 or till the completion of the term of the active license subscriptions – whichever is later.



Contract-5000022182 Amd-01

Prime Pakistan Limited

(Formerly Eni 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

CONTRACT-5000022182 Amd-01

Contract Description:	Purchase & Renewal of Microsoft License		
Contractor Name:	JAFFER BUSINESS SYSTEMS (PVT) LIMITED	SAP Code:	213816
Contractor Address:	Citi Tower, 33-A Shahrah-e-Faisal, Pakistan Employees Co-operative Housing Society, Block-6 PECHS, Karachi.		
Contractor Incorporation:	Pakistan		
Contractor Representative:	Ms. Hamna Mallick		
Contact Number:	+92-336-2044658	Email:	hamna.mallick@jbs.live
Contract Holder:	PBA – ICT BUSINESS APP		
Company Representative:	Mr. Salman Siddiqui		
Contact Number:	+92-333-4900380	Email:	Salman.Siddiqul@prime-pakistan.com
Contract Start Date:	01-June-2022	End Date:	30-June-2024
Commencement Date:	As per First Call-off	Opt. Ext:	No
Extension Basis:	Duration Extension for One (1) year from 01-July-2023 to 30-June-2024 on the same Rates and T&Cs		
C&P Buyer:	Sajid Hussain Khaskhell	Email:	sajid.hussain2@prime-pakistan.com



Contract-5000022182 Amend-01

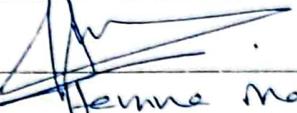
Letter of Amendment-01 dated 8th June 2023

With reference to the CONTRACT-5000022182 for the purchase and support of Microsoft Licenses between the COMPANY, Prime Pakistan Ltd (formerly Eni Pakistan Ltd) and the CONTRACTOR Jaffer Business System, effective 1st July 2023; the PARTIES hereby agreed to amend the CONTRACT as follows:

1. Through this Amendment-01, the CONTRACT shall be extended from 1st July 2023 and shall remain valid until **30th June 2024** and is based on same rates, Terms and Conditions as of the original CONTRACT.

Save as specifically provided for herein, all the terms and conditions of the CONTRACT as amended 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-5000022182 Amendment-01 on the dates stated below:

For and behalf of COMPANY		For and behalf of CONTRACTOR	
Signature	Kamran A. Mian	Signature	
Name	Kamran A. Mian	Name	Hennu Mallik
Title	CEO	Title	Account Manager
Date	16-06-2023	Date	19-06-2023

..... End of Amendment-01

