




CONTRACT HANDOVER NOTE**New Contract**


From	C&P			
To (Contract Holder)	ICT Manager			
CC (HSE Department)	NA			
PR No.	10105758	ACV Enh: NA	Duration Ext: NA	Others: Sole Source
Contract Award Method	Sole Source			
Contract Number(s)	5000030071			
Contractor Name(s)	ASPEN TECHNOLOGY INC.			
Scope of Work	Maintenance & Support Services for Aspen HYSYS Software			
Contract Value	107,273			
Contract Value (USD)	107,273			
Applicable Concessions	Branch General			
Concession-Wise Breakdown	100% Branch General			
Start Date	20-12-2023			
End Date	31-12-2026			
Optional Extension(s)	+1			
Contract Type	SERVICES			
Subcontracting	NA	HSE Guideline Number	NA	
Designations	Names	Signatures	Date	
GT C&P Department	Sajid Khaskheli		2-1-2024	
C&P Team Leader	Khaliq ur Rehman		02/01/2024.	
C&P Manager	Alim ur Rehman		02-01-2024.	
HSE Representative	Jahanzaib Akhtar	NA		

Notes:

1. At Prime Pakistan, Aspen HYSYS software is used by Production and Engineering & Construction (E&C) teams for process modelling, network modelling and pipeline hydraulics. The Contract requires maintenance & support of Aspen HYSYS software (16 tokens) for three years with One (1) year optional extension provision.
2. Contract-5000030071 has been issued for around 3 years, starting from 20th December 2023 to 31st December 2026 with Total Contract ACV of USD 107,273/-
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	Mr. Salman Siddiqui		3/1/24.

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 subcontractable 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 Feedback shall cover the following aspects:
 - Quality of Goods / Services / Works
 - HSE
 - Timely Delivery or Completion
 - Punctuality
 - Behavior
 - 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
(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-5000030071

LETTER OF AWARD			
Contract Description:	Maintenance & Support of Aspen HYSYS Software		
Contractor Name:	Aspen Technology Inc.	SAP Code:	136446
Contractor Address:	Aspen Technology, Inc. 20 Crosby Drive, Bedford, MA USA 01730		
Contractor Incorporation:	USA	Contract Type:	Services
Contractor Representative:	Mr. Ismail Mughal		
Contact Number:	+92-300-5550178	Email:	ismail.mughal@phitech.com.pk
Contract Holder:	PTA - ICT Technical App		
Company Representative:	Mr. Salman Siddiqui		
Contact Number:	+92-333-4900380	Email:	salman.siddiqui@prime-pakistan.com
Contract Start Date:	20-Dec-2023	End Date:	31-Dec-2026
Commencement Date:	As per First COFF	Opt. Ext:	1 Year
C&P Buyer Name:	Sajid Hussain Khaskheli	Email:	sajid.hussain2@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 Aspen Tech Software License Agreement (SLA)
- Appendix-D Scope of Work

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-5000030071 on the dates stated below:

For and behalf of COMPANY		For and behalf of CONTRACTOR	
Signature	<i>Kamran A. Mian</i>	Signature	<i>Ismail Bin Kibria</i>
Name	Kamran A Mian	Name	Ismail Bin Kibria
Title	CEO	Title	Head of Product Business
Date	15-12-2023	Date	15-12-2023



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

ISO-14001, ISO-39001 & ISO-45001 Certified Company



prime

Contract-5000030071

Appendix-A - Compensation Schedule

Item Description	Number of Tokens	1st-Year Cost	2nd-Year Cost	3rd-Year Cost
Aspen HYSYS Software Maintenance and Support Services	16	29,500	30,385	31,297

Notes:

1. The above-mentioned rates are exclusive of WHT.
2. The SERVICES shall be Invoiced at the beginning of each year.
3. In the event of any conflict between the General Terms & Conditions (T&Cs) of Prime Pakistan Limited and the Software License Agreement (SLA) of Aspen Tech, then the T&Cs of Prime Pakistan Limited shall prevail.
4. No Liquidated Damages would be applicable to this CONTRACT.
5. Guarantees, Variation Order, Guidelines and Sub-Contracting would not be applicable to this CONTRACT.

6. 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 60 days in the currency USD opened in the name of the CONTRACTOR bank details specified hereinafter:

Bank Name : JPMorgan Chase Bank
Bank Address : JPMorgan Chase Bank, N.A. 8181 Communications Pkwy.
Plano, TX, 75024-0239, United States 1 469-462-1088
Account Name : ASPEN TECHNOLOGY, INC
Account Number : 926008175
SWIFT Code : CHASUS33
IBAN Number : N/A

Signature

Signature



Aspen Technology, Inc. | 20 Crosby Drive | Bedford,
MA 01730 USA
Tel: 1.781.221.6400
Fax: 1.617.812.032

Software License Agreement

COVER PAGE

CUSTOMER:	Prime Pakistan Limited	ATTN:	Salman Siddiqui
ADDRESS:	5th Floor, The Forum Khayaban-e-Jami Block 9 Clifton Karachi, Sindh 75600 Pakistan	TELEPHONE:	+92 333 490 0380
		EMAIL:	salman.siddiqui@prime-pakistan.com

START DATE:	Upon Shipment
CONTRACT ID:	C010775
QUOTE ID:	137489

1. AGREEMENT

- 1.1 By signing this Cover Page, Aspen Technology, Inc. ("**AspenTech**") and Prime Pakistan Limited ("**Customer**") enter into a license agreement (this "**Agreement**") that consists of this Cover Page and the Attachment(s) specified in Section 2 of this Cover Page.

2. ATTACHMENT(S)

- 2.1 Each Attachment listed below is hereby made a part hereof.

- Exhibit A - Products and Fees
- Exhibit B - Token Count Table
- Exhibit C - Special Terms and Conditions
- Exhibit D - General Terms and Conditions (Rev. 11/2022)

- 2.2 In the event of any conflict between this Cover Page and the Attachment(s), the order of precedence shall be this Cover Page and any applicable Attachment in the order listed in Section 2.1.

3. GENERAL

- 3.1 If a purchase order is issued as a condition of signature below, the purchase order must be identified to AspenTech by purchase order number on or before the date of signature. Any purchase orders issued hereunder must contain a specific reference to the Contract ID set forth above. Upon request, AspenTech will reference a purchase order number in invoices issued hereunder; however, AspenTech expressly rejects any terms or conditions in any purchase order that are additional to, or different from, the terms hereof. If AspenTech signs and returns a purchase order or copy thereof, the parties agree that such AspenTech signature is provided solely as an accommodation to the issuer for the issuer's internal administrative purposes, and does not signify AspenTech's acceptance of any terms that are additional to, or different from, those set forth herein.
- 3.2 The parties' signatures below, whether manual or electronic and including signatures on counterpart signature pages, establish conclusive evidence of the arrangement, regardless of whether a purchase order is also issued. Executed signature pages sent by email scan, facsimile or otherwise by photocopy are valid means of signature and delivery.
- 3.3 Any notice given under this Agreement must be sent in writing to the other party's business address set forth above, or to such other address most recently designated by such party to the other party in writing. Customer shall promptly notify AspenTech of any change in Customer's billing address. Notices directed to AspenTech must be sent "Attn: General Counsel."

IN WITNESS WHEREOF, the authorized representative of each party hereby enters into this Agreement by signing below on the blank provided for such party.

PRIME PAKISTAN LIMITED

 *Kamran A. Mian*

(Authorized Signature)
Kamran A Mian
CEO

(Name - Print or Type)

(Job Title - Print or Type)

15-12-2023

(Date)

ASPEN TECHNOLOGY, INC.

 *Robert Denning*

(Authorized Signature)

Robert Denning

(Name - Print or Type)

VP, Revenue Controller

(Job Title - Print or Type)

12/15/2023

(Date)

Please send AspenTech each page of each of the signed Cover Page, all Attachments (if any) and any related purchase order by email scan or facsimile to AspenTech Contract Administration at PO@aspentech.com or Fax: 1.617.812.0322.

Please assign this Agreement to PO@aspentech.com if electronic signature by AspenTech is desired.

If Customer requires a signed original, please mail each page of two signed originals of this Agreement and each page of any related purchase order to Aspen Technology, Inc. at the following address.

ATTN: Contracts Administration
Aspen Technology, Inc.