

## Annex B - List of handover documents

### CONTRACT HANDOVER FORM (Contract Revision)

FROM: PRO

TO: **CONTRACT HOLDER**  
**ICT DEPARTMENT**

#### SECTION 1

**HANDOVER 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) \_\_\_\_\_  
PRO representative(s): (name, surname, signature) \_\_\_\_\_  
CH/CA representative(s): (name, surname, signature) \_\_\_\_\_  
HSE representative(s): (name, surname, signature) \_\_\_\_\_

#### SECTION 2

#### CONTRACT DATA AND HANDOVER OF DOCUMENTS

Contract No	5000011289 - External Rev 02
Scope of Work	Maintenance & Support Services for SDI Editor APS
Contractor Name (in full)	SYSTEM DEVELOPMENT INT LTD
Contractor Representative Contact details	Ester Boutan Email: eboutan@sdicgm.com Contact: 1+713-278-6325
Contract Value	Total ACV: USD 6,176
Start Date	10-Dec-2017
End Date	09-Dec-2022
Options if any	No
Notice for options if any	
Type (Blanked, P.O., S.A.)	Blanked Order
Insurance Policies required (provide the list of applicable insurances and coverages required)	As per Framework of Agreement.
Compensation Scheme (explain Lump Sum, Price List, reimbursable, cost+ fee, discounts, volume discounts, if any)	Refer to Appendix A of the contract 5000011289 Revision 02
SAP structure (line items) Itemized Y/N, availability of open line Y/N	No
Payment Terms	As per Framework of Agreement.

Handover Form - CONTRACT N° 5000011289 - External Rev-02

Penalties, / Liquidated damages (Explain thresholds and applicability)	As per Framework of Agreement.
HSE Requirements	Not Applicable
<b>Subcontracting</b>  Note for User: Cascade subcontracting and total subcontracting not allowed	Not Applicable
<b>Delivery Terms</b>	As per each Call off requirement
<b>Location</b>	ENI Pakistan Limited (Karachi Office)

Contract Documents		
	Applicable Y/N	Comments (if any)
Form of Agreement	N	
Letter of Amendment no. 02	Y	Attached
General Conditions	N	
Special Conditions	N	
Appendix "A"- "Compensation and Method of Application"	Y	Included in Amendment no. 2
Appendix "C Financial Guarantees - Specimen copy/ies of Advance Payment Bank Guarantee, Performance Bond or Parent Company Guarantee (where applicable)	N	
Appendix "D"- "Scope of Work and Technical Specification" (Revised)	N	
Appendix "E" - "HSE-CR Guidelines (where applicable)	N	
Appendix "F" Security Guidelines (where applicable)	N	
Appendix "L" - Logistics Guidelines (where applicable)	N	
Appendix "S" -Sub-Contracting Information"- List of Approved Subcontractors (where applicable)	N	
Call off Order specimen	N	
Appendix "B"- "Price Schedule/Price List" (where applicable)	N	
Any Other Documents	N	

The following contract information and documents are handed over from Procurement Dept. to Contract Holder on 13/12/2021

PRO representative	
Buyer's Name & Signature	<b>Muhammad Ali Iqbal</b>
Team Leader's Name & Signature	<b>Khaliq ur Rehman</b>
C&P Manager's Name & Signature	<b>Alim ur Rehman</b>
Receipt by:	
CH representative	_____
HSE representative	_____

*Handwritten signatures and dates:*  
 13/12/2021  
 20/1/2022

### 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:

Name, Dept.

*Handwritten:* IAHM LATEER  
ICT

Date: 06-Jan-2022

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 subcontract able 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

#### **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.

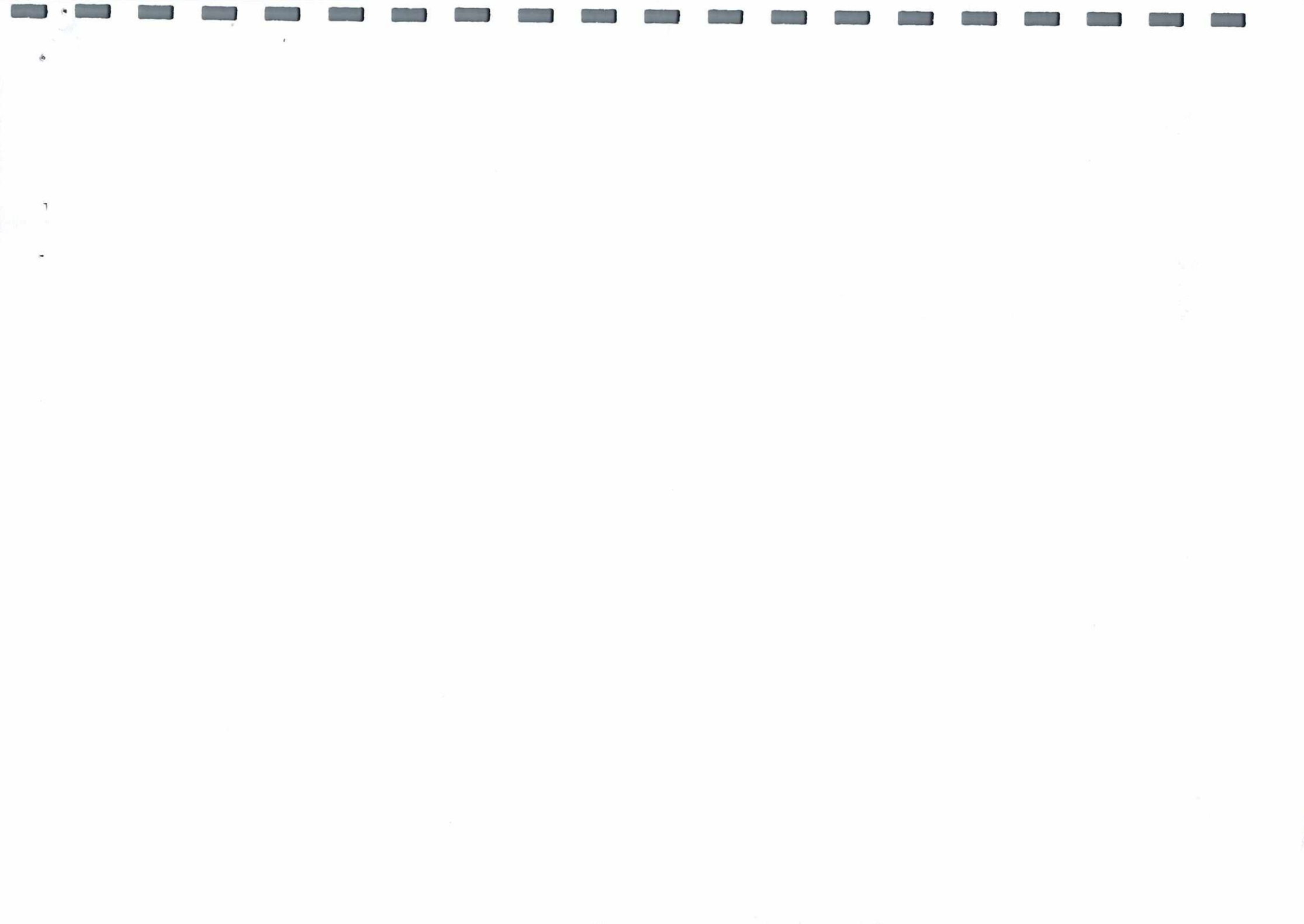
#### **Special Notes from Handover Meeting (for contracts above US\$ 5,000,000)**

**Attachment A list of critical commodity codes**

Commodity Class	Descrizione estesa EN	Characterized	Business criticality	HSE criticality
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)



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 Maintenance and Support Services for SDI Editor APS - Rev 02		
Contractor Name:	System Development Int Ltd	SAP Code:	177683
Contractor Address:	Building 18086, 13 Freeland Park Wareham Road Poole, BH16 6FA United Kingdom.		
Buyer Name:	Muhammad Ali Iqbal		
Contract Manager Unit:	ICT Technical Applications (PTA) - ICT Manager		

**THIS PART IS INTENTIONALLY LEFT BLANK**

**ORDER INCLUDES ALL OF THE FOLLOWING PAGES**

ISO-14001 & OHSAS-18001 Certified Company

System Development INT LTD  
Building 18086, 13 Freeland Park  
Wareham Road Poole, BH16 6FA  
VAT: GB 128 8961 70

Registered in England Company No 151940  
Registered office : Eni House 10 Ebury Bridge  
Road,  
London SW1W 6PZ  
Liability of members is limited



## Object

Provision of Maintenance and Support Services for SDI Editor APS (Amendment No. 02)

## Letter of Amendment

**Amendment no. 02 to CONTRACT 5000011289 for "Maintenance and Support Services for SDI Editor APS" between Eni Pakistan Ltd. (the "COMPANY") and SYSTEM DEVELOPMENT INT LTD (the "CONTRACTOR")**

## Whereas:

COMPANY and CONTRACTOR entered into a CONTRACT 5000011289 with an EFFECTIVE DATE 10<sup>th</sup> December 2017, whereby CONTRACTOR provides "Maintenance and Support Services for SDI Editor APS" to the COMPANY.

## Now therefore it is agreed as follows:

- Reference to Form of Agreement Article 3 "CONTRACT DURATION AND OPTIONS TO EXTEND", the duration of the CONTRACT is hereby being extended for a further period of twelve (12) months starting from 10<sup>th</sup> December 2021 till 9<sup>th</sup> December 2022 under the same terms and conditions.
- Reference to Appendix A, Article 2 "Compensation Scheme", below mentioned table will be applicable from 10<sup>th</sup> December 2021 till 9<sup>th</sup> December 2022:

Sr. No.	Item Description	Price in USD
1	SDI Editor APS - Hostname PNSVAP12	900/-

\*SAMF - Software Annual Maintenance Fee - includes remote support services including unlimited telephone and e-mail support, software updates, licensing transfers (limited), documentation updates and the 'Right to Use' the then current release of the software.

- Following Article shall be appended in "FORM OF AGREEMENT"

**Article no. 26 Assignment of contract**

- Assignment by COMPANY**  
COMPANY may freely assign this CONTRACT in part or in full (or any interest therein including the assignment of credit) to any person.
- Assignment by CONTRACTOR**  
CONTRACTOR may not assign this CONTRACT in part or in full (or any interest therein including the assignment of credit) without COMPANY's prior APPROVAL.

**This Amendment Number 02 shall be effective from 10<sup>th</sup> December 2021.**

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.

In witness whereof COMPANY and CONTRACTOR have signed this Amendment Number 02 on the date stated below.

For and on behalf of COMPANY

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: **PAOLO GIRAUDI**Date: **17-11-2021****MANAGING DIRECTOR**

For and on behalf of CONTRACTOR

Signature: \_\_\_\_\_

Name: **Paul Boctan**Title: **Director**Date: **18/11/2021**

.....End of Amendment No. 2.....

System Development INT LTD  
Building-18086, 13 Freeland Park  
Warrnambool, Vic 3240  
VAN GB 128 8961 70





**Blanket Order no: 5000011289 Rev-02**

**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			
<b>Description:</b>	Provision of Maintenance and Support Services for SDI Editor APS - Rev 02		
<b>Contractor Name:</b>	System Development Int Ltd	<b>SAP Code:</b>	177683
<b>Contractor Address:</b>	Building 18086, 13 Freeland Park Wareham Road Poole, BH16 6FA United Kingdom.		
<b>Buyer Name:</b>	Muhammad Ali Iqbal		
<b>Contract Manager Unit:</b>	ICT Technical Applications (PTA) - ICT Manager		

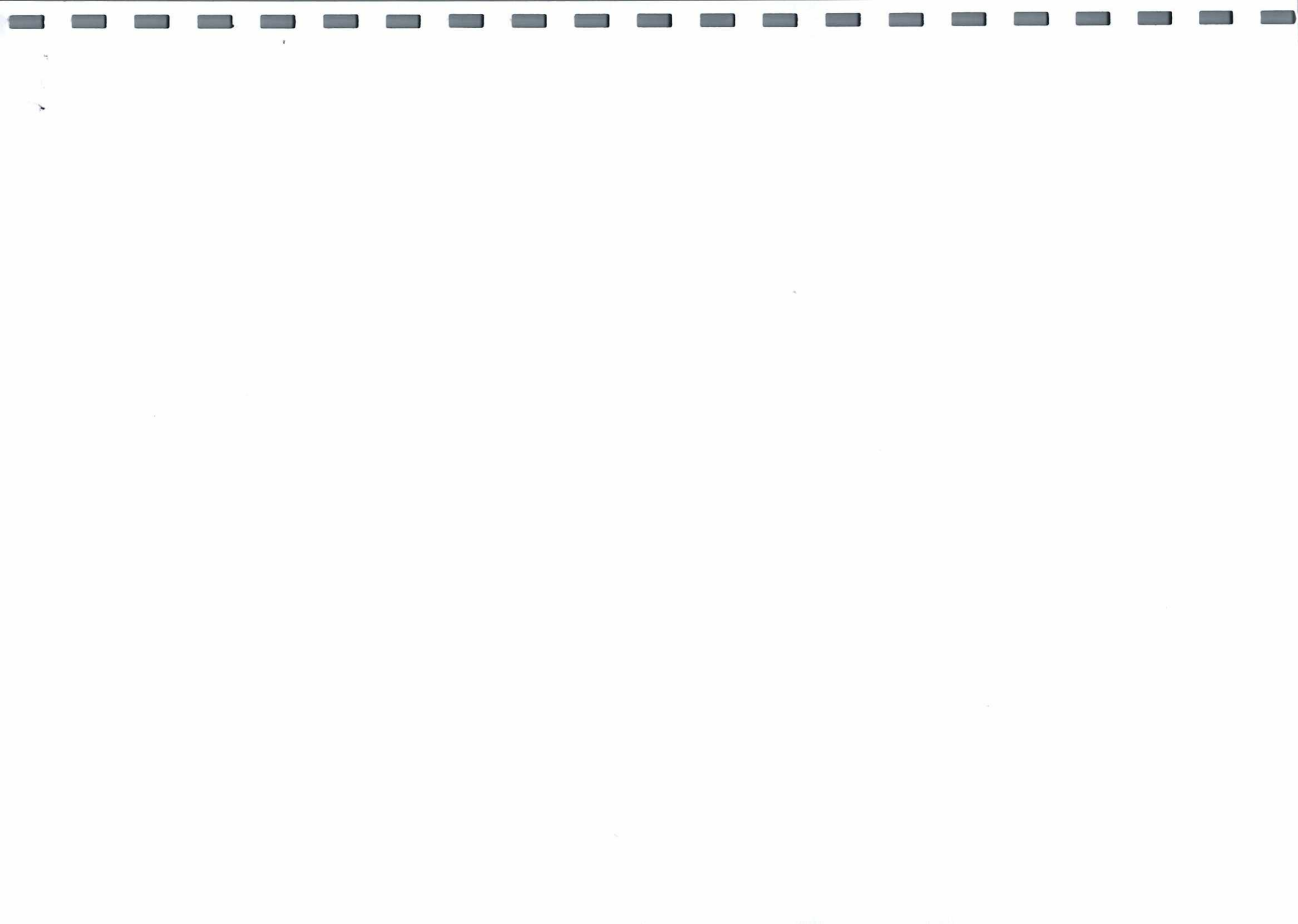
**THIS PART IS INTENTIONALLY LEFT BLANK**

**ORDER INCLUDES ALL OF THE FOLLOWING PAGES**



ISO-14001 & OHSAS-18001 Certified Company

Registered in England Company No 151940  
Registered office : Eni House 10 Ebury Bridge  
Road,  
London SW1W 8PZ  
Liability of members is limited



**Object**

Provision of Maintenance and Support Services for SDI Editor APS (Amendment No. 02)

**Letter of Amendment**

**Amendment no. 02 to CONTRACT 5000011289 for "Maintenance and Support Services for SDI Editor APS" between Eni Pakistan Ltd. (the "COMPANY") and SYSTEM DEVELOPMENT INT LTD (the "CONTRACTOR")**

Whereas:

COMPANY and CONTRACTOR entered into a CONTRACT 5000011289 with an EFFECTIVE DATE 10<sup>th</sup> December 2017, whereby CONTRACTOR provides "Maintenance and Support Services for SDI Editor APS" to the COMPANY.

Now therefore it is agreed as follows:

- Reference to Form of Agreement Article 3 "CONTRACT DURATION AND OPTIONS TO EXTEND", the duration of the CONTRACT is hereby being extended for a further period of twelve (12) months starting from 10<sup>th</sup> December 2021 till 9<sup>th</sup> December 2022 under the same terms and conditions.
- Reference to Appendix A, Article 2 "Compensation Scheme", below mentioned table will be applicable from 10<sup>th</sup> December 2021 till 9<sup>th</sup> December 2022:

Sr. No.	Item Description	Price in USD
1	SDI Editor APS – Hostname PNSVAP12	900/-

\*SAMF - Software Annual Maintenance Fee - includes remote support services including unlimited telephone and e-mail support, software updates, licensing transfers (limited), documentation updates and the 'Right to Use' the then current release of the software.

- Following Article shall be appended in "FORM OF AGREEMENT"

**Article no. 26 Assignment of contract**

- Assignment by COMPANY  
COMPANY may freely assign this CONTRACT in part or in full (or any interest therein including the assignment of credit) to any person.
- Assignment by CONTRACTOR  
CONTRACTOR may not assign this CONTRACT in part or in full (or any interest therein including the assignment of credit) without COMPANY's prior APPROVAL.

**This Amendment Number 02 shall be effective from 10<sup>th</sup> December 2021.**

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.

In witness whereof COMPANY and CONTRACTOR have signed this Amendment Number 02 on the date stated below.

**For and on behalf of COMPANY**

**For and on behalf of CONTRACTOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

.....End of Amendment No. 2.....







**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**

<b>Description:</b>	Provision of Maintenance and Support Services for SDI Editor APS – Rev 02		
<b>Contractor Name:</b>	System Development Int Ltd	<b>SAP Code:</b>	177683
<b>Contractor Address:</b>	Building 18086, 13 Freeland Park Wareham Road Poole, BH16 6FA United Kingdom.		
<b>Buyer Name:</b>	Muhammad Ali Iqbal		
<b>Contract Manager Unit:</b>	ICT Technical Applications (PTA) – ICT Manager		

**THIS PART IS INTENTIONALLY LEFT BLANK**

**ORDER INCLUDES ALL OF THE FOLLOWING PAGES**

**Object**

Provision of Maintenance and Support Services for SDI Editor APS (Amendment No. 02)

**Letter of Amendment****Amendment no. 02 to CONTRACT 5000011289 for "Maintenance and Support Services for SDI Editor APS" between Eni Pakistan Ltd. (the "COMPANY") and SYSTEM DEVELOPMENT INT LTD (the "CONTRACTOR")**

Whereas:

COMPANY and CONTRACTOR entered into a CONTRACT 5000011289 with an EFFECTIVE DATE 10<sup>th</sup> December 2017, whereby CONTRACTOR provides "Maintenance and Support Services for SDI Editor APS" to the COMPANY.

**Now therefore it is agreed as follows:**

1. Reference to Form of Agreement Article 3 "CONTRACT DURATION AND OPTIONS TO EXTEND", the duration of the CONTRACT is hereby being extended for a further period of twelve (12) months starting from 10<sup>th</sup> December 2021 till 9<sup>th</sup> December 2022 under the same terms and conditions.
2. Reference to Appendix A, Article 2 "Compensation Scheme", below mentioned table will be applicable from 10<sup>th</sup> December 2021 till 9<sup>th</sup> December 2022:

Sr. No.	Item Description	Price in USD
1	SDI Editor APS – Hostname PNSVAP12	900/-

\*SAMF - Software Annual Maintenance Fee - includes remote support services including unlimited telephone and e-mail support, software updates, licensing transfers (limited), documentation updates and the 'Right to Use' the then current release of the software.

3. Following Article shall be appended in "FORM OF AGREEMENT"

**Article no. 26 Assignment of contract**

1. Assignment by COMPANY  
COMPANY may freely assign this CONTRACT in part or in full (or any interest therein including the assignment of credit) to any person.
2. Assignment by CONTRACTOR  
CONTRACTOR may not assign this CONTRACT in part or in full (or any interest therein including the assignment of credit) without COMPANY's prior APPROVAL.

**This Amendment Number 02 shall be effective from 10<sup>th</sup> December 2021.**

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.

In witness whereof COMPANY and CONTRACTOR have signed this Amendment Number 02 on the date stated below.

**For and on behalf of COMPANY****For and on behalf of CONTRACTOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

.....End of Amendment No. 2.....