



SERVICE LEVEL AGREEMENT
for
MAINTENANCE & SUPPORT SERVICES

Between

SUI NORTHERN GAS PIPELINES LIMITED

And

M/s. XYZ

For

**MAINTENANCE OF
APPLICATION LOAD BALANCER**

PURCHASE ORDER NO: _____

CONTRACT PERIOD - 01 YEAR
(FROM THE EFFECTIVE DATE)

"To be typed on Stamp paper"



Table of Contents

1. SCOPE OF AGREEMENT	4
2. AGREEMENT PERIOD	4
3. IT EQUIPMENT DETAILS	4
4. DEFINITIONS	5
5. SUPPORT PROCEDURE	6
6. SUPPORT / SERVICES / MAINTENANCE CHARGES	6
7. RAISING OF INVOICE	6
8. PAYMENT OF BILLS	7
9. FINANCIAL INSTRUMENTS, GOVERNING LAW AND DISPUTE RESOLUTION	7
9.1 PERFORMANCE SECURITY	7
9.2 GOVERNING LAW AND DISPUTE RESOLUTION MECHANISM	8
10. DELIVERABLES COVERED UNDER THIS AGREEMENT	8
11. COMPENSATION AND REPORTING	10
11.1 SERVICES OUTAGE COMPENSATION	10
12. ISSUE REPORT AND QUARTERLY STATUS REPORT FORMAT	11
13. ROLES AND RESPONSIBILITIES OF SNGPL	11
14. ROLES AND RESPONSIBILITIES OF SERVICE PROVIDER	11
15. TERMINATION OF AGREEMENT	12
16. FORCE MAJEURE	13
17. AMENDMENT TO AGREEMENT	13
18. WITHHOLDING TAX	14
19. CONFIDENTIALITY	14
20. INFORMATION SECURITY	15
21. TERMS AND CONDITIONS	15
21.1 TERM OF AGREEMENT	16
21.2 COMMUNICATIONS / NOTICES	16
21.3 INTEGRITY PACT	16
21.4 SEVERABILITY	16
21.5 WAIVER	16



This Service Level Agreement (hereinafter referred to as "SLA"/Agreement) is made on this _____ day of _____ 20__ ("Effective Date") by and between:

SUI NORTHERN GAS PIPELINES LIMITED, a Public Limited Company incorporated under the Companies Act, 2017 and having its registered Office at 21-Kashmir Road, Lahore (hereinafter referred to as "SNGPL") which expression shall where the context so admits, means and includes its successors-in-interest and assigns) of the **First Part**.

AND

M/s. XYZ a Company incorporated under the Companies Ordinance, 1984 now Companies Act, 2017 and having its registered office at _____ (hereinafter referred to as "**M/s. XYZ**", which expression shall where the context so permits, means and includes its successors-in-interest and permitted assigns) of the **Second Part**.

SNGPL and **M/s. XYZ** shall hereinafter be collectively be referred to as the "**Parties**" and/or individually as "**Party**".

WHEREAS:

- SNGPL is engaged in the business of construction, operation and maintenance of high pressure gas Transmission and Distribution systems and sales of natural gas within its franchised areas.
- **M/s. XYZ** is engaged in the business of providing IT Services and possessed with the necessary qualifications, experience, skills and abilities to perform the required services under the Agreement.
- SNGPL is desirous to receive maintenance support services from M/s. XYZ (backed by OEM "XYZ shall provide the assurance letter from OEM") for SLA of "Application Load Balancer" subject to the terms and conditions set out in this Agreement and M/s. XYZ covenants that it possesses the relevant skill, knowledge and trained workforce to provide the required services for maintenance of Application Load Balancer and that it is willing to provide the requisite services to SNGPL on the terms and conditions as set out in this Agreement.



The following documents attached hereto, in the order of priority stated below for the purpose of interpretation, shall form an integral part of this Service Level Agreement. However, in case of any discrepancy and/or conflict between the provisions of this Agreement and the documents mentioned below and annexed therewith, the terms of this agreement shall take the precedence.

- Invitation to Bidder
- General Terms – Annex –A
- Technical Specifications & Requirements - Annex –C
- Schedule of Requirement & Delivery- Annex-B
- Price Sheet - Annex-E
- Questionnaire / Commercial Term Sheet – Annex- H

Now, THEREFORE, this Agreement witnesses that in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. Scope of Agreement

The Service Provider shall provide 24/7 comprehensive hardware, software, and OEM-backed support services under this agreement for maintenance of Application Load Balancer (Netscaler MPX 15030) including but not limited to preventive, corrective, emergency, and upgrade services. Any ancillary services shall only be undertaken upon prior written approval of SNGPL. Service Provider shall ensure valid and continuous OEM support coverage throughout the term.

2. Agreement Period

The Agreement is valid for a period of One (01) year with effect from the Effective Date

Agreement Schedule

Effective Date of the Agreement: _____

Expiry Date of the Agreement: _____

3. IT Equipment Details

ITEM NO	ITEM	QTY	DESCRIPTION
1	Citrix Netscaler MPX 15030 (Head Office – Primary)	01	Serial no: 1GN07DF0F8
2	Citrix Netscaler MPX 15030 (Head Office - Secondary)	01	Serial no: 1HWHMDF01C



3	Citrix Netscaler MPX 15030 (DR Site – Manga)	01	Serial no: 1J5GJDF08X
---	--	----	---------------------------------

4. Definitions

For the purpose of this Agreement, wherever used, the following terms shall have the respective meanings indicated, such meanings to be applicable to both, the singular and plural forms of the terms defined.

- **“Agreement”** means this Service Level Agreement for Maintenance and Support Services of Application Load Balancer as originally executed by and between the Parties on the Effective Date including duly signed Purchase Order.
- **“Business Day”** means a day on which SNGPL Head Office /Regional Offices / DR Site are normally open for office business i.e. Monday – Saturday.
- **“Non-Business Day”** means Sunday and other Holidays as may be announced by the Government of Pakistan or SNGPL Management.
- **“Business Hours”** means 0800 to 1700 Hours.
- **“Backup Device / Unit”** means backup unit approved by SNGPL management as a replacement.
- **“After Hours”** means non business hours. **“SNGPL Site”** Head Office Lahore.
- **“Service Response Time”** means time period during which M/s. XYZ shall acknowledge the complaint lodged by SNGPL designated resource.
- **“Support / Services / Maintenance Charges”** means payable to the Service Provider by SNGPL at the rate agreed upon in this agreement.
- **“Engineer”** means Support Personnel for fault rectification.
- **“Log/Record Keeping”** means where we maintain/update M/s. XYZ’s Engineers record on his arrival/departure time and document the fault description.
- **“Support Request”** means a call to resolve a defect in equipment in a manner prescribed under Clause 5 of the Agreement.
- **“Service Provider”** means XYZ.
- **“Effective Date”** means the date on which this Agreement is signed by and between the Parties



- **"Taxes"** means all direct or indirect tax levied by the Government of Pakistan from time to time.
- **"Confidentiality"** means any "Confidential Information" as prescribed in Clause 19 of the Agreement.
- **"Calendar Days"** means the time from midnight to midnight".

5. Support Procedure

SNGPL shall log the complaint through Email or through call to XYZ's support team lead. Following are the possible complaint log modes.

- **Support Website:** http://_____
- **Email:** _____
- **Telephones:** _____

Note: XYZ may perform health check of the unit before the submission of bid, failure to acknowledge within response time shall be deemed service failure.

6. Support / Services / Maintenance Charges

Commencing on the Effective Date, SNGPL shall pay to XYZ per quarter basis for the yearly services as shown below;

	Total Price for 1 year without applicable taxes (PKR)	Total Price for each Quarter without applicable taxes (PKR)	Remarks
Maintenance Contract Cost			Mention Tax Rate

Quarterly cost shall be calculated based on the above Maintenance Contract Cost.

7. Raising Of Invoice

XYZ shall raise bill/invoice on quarterly basis for the services provided in preceding quarter setting out the detail of services rendered to SNGPL. Accordingly SNGPL shall check/verify the veracity of the services so rendered in the relevant quarter under the Terms and Conditions of this Agreement before processing the same for payment.



8. Payment of Bills

Within thirty (30) Business Days upon receipt of invoice, SNGPL would strive to settle the bill/invoice within a period of -----, after due consideration and regards to its correctness and accuracy in the light of this Agreement. If SNGPL disputes any portion of the bill/invoice the matter would be referred back to XYZ for clarification of such disputed portion of the bill/invoice. Until such time the clarification is received, the invoice would remain unsettled. SNGPL would only proceed with the payment of bill/invoice amount once a satisfactory clarification is solicited by XYZ. SNGPL shall have the right to withhold, deduct, or set-off any amounts due in case of service deficiencies, SLA breaches, or damages. Payment shall not be construed as acceptance of services

9. Financial Instruments, Governing Law and Dispute Resolution.

9.1 Performance Security

9.1.1 Within fifteen (15) Business Days following the execution of this Agreement, XYZ shall furnish a Performance Bond Guarantee in the form of the Bank Guarantee issued by a scheduled Bank in Pakistan, in favor of SNGPL at the amount of 10% of the total net value of the Agreement excluding Sales Tax. The proceeds of the Performance Bond Guarantee shall be payable to SNGPL as compensation for any loss resulting from XYZ failure to complete its obligations, in part or full, under the Agreement. This shall serve as Performance Security to guarantee timely support and services for maintenance of Application Load Balancer and its allied equipment as per this SLA. SNGPL may invoke the Performance Security, in whole or in part, without prior notice in case of material breach, repeated SLA failures, or failure to meet critical service levels

9.1.2 The Performance Bond Guarantee/Performance Security shall, additionally, serve as a Warranty Bond for the purpose of this Agreement to ensure that XYZ readily complies with and mitigates any and all defects during the SLA period following the completion of the scope of this Agreement.

9.1.3 The Performance / Warranty Bond Guarantee shall remain valid for 6 months after the last part of the services has received or for another duration communicated by SNGPL to XYZ. SNGPL shall promptly notify XYZ in writing of any claim arising out of the performance of the Agreement. Upon receipt of such notification, XYZ shall, within reasonable time, address and settle the claims. If XYZ having been notified, fails to fully settle the claim within 30 days, SNGPL may proceed to take such remedial action as may be necessary at XYZ's risk and expense and without prejudice to any other rights which SNGPL may have against the XYZ under the Agreement, including partial or complete forfeiture of the Performance / Warranty Bond Guarantee.

9.1.4. Nothing contained herein shall be construed to limit XYZ's obligations and liabilities with regard to the Performance of the Agreement.



- 9.1.5 The Performance / Warranty Bond Guarantee shall be discharged by SNGPL, as soon as possible following the date of completion of XYZ's Performance obligations under this Agreement.

9.2 Governing Law and Dispute Resolution Mechanism

- 9.2.1 This Agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.
- 9.2.2 Any difference or dispute arising out of or in connection with this Agreement which cannot be amicably resolved between the Parties within a period of thirty (30) days, shall be referred to Arbitration under Arbitration Act, 1940. The Arbitral Tribunal shall comprise of two (02) Arbitrators one to be appointed by each Party of this Agreement. In case of variance regarding the findings and judgment of the appointed Arbitrator, the matter shall be referred to an "Umpire", who shall be appointed by the Arbitrators. The Umpire shall be a retired judge of High Court and/or the Supreme Court of Pakistan. Such Arbitrators and Umpire as the case may be, shall proceed to adjudicate the dispute in accordance with the Arbitration Act, 1940 as amended from time to time. The Arbitral proceedings shall be conducted at Lahore, Pakistan. The decision of Arbitrator or Umpire, as the case may be, shall be conclusive and binding on the Parties subject to due process of law. Fee of the Arbitrator appointed by SNGPL shall be paid by "SNGPL" and fee of the Arbitrator appointed by "Service Provider" shall be paid by "Service Provider". Fee of the Umpire shall be paid half by SNGPL and half by Service Provider unless otherwise directed in the award.
- 9.2.3 The language proceedings shall be English.
- 9.2.4 During the course of any arbitration arising out or to be used in the Arbitral in connection with this Agreement, M/s. XYZ agrees and covenants that it shall not suspend the performance of its responsibilities and obligations under the Agreement unless authorized by SNGPL in writing to do so.

10. Deliverables Covered Under This Agreement

S. No.	Deliverables
--------	--------------



1	XYZ is responsible to maintain all the equipment mentioned in clause 3 of the Agreement i.e., IT Equipment Details , in proper working condition. This includes repair / replacement of parts of devices including software/application issues.
2	The successful bidder shall have to keep Application Load Balancer operational and healthy. Replacement of the faulty module (s)/card(s) (if any) shall be the responsibility of the successful supplier.
3	In case, if original Device is beyond repair during the SLA period, XYZ provide replacement unit with the fully functional / tested software. If M/s. XYZ fails to provide backup device up to maximum 30 days, SNGPL may take the services from any third party at the M/s. XYZ risk and cost. Replacement unit shall be provided within 48-72 hours for critical failures.
4	XYZ shall provide all the services 24 Hours a day, 7 days a week including holidays.
5	XYZ shall be responsible for any kind of software upgrades, integrations with existing software and related to equipment.
6	XYZ shall not subcontract to any other service provider for the services that are to be rendered under this contract. XYZ shall not increase or revise the charges for maintenance and support services during the agreement period.
7	Once a complaint request has been launched, XYZ shall make its resource available to work with SNGPL support resource and rectify problem within stipulated time.
8	Availability of units for health check / preventive maintenance shall be decided with mutual consultation.
9	All the remedial solutions shall be documented in the Log/Record Keeping at SNGPL site.
10	In case of malfunction (software/hardware) of device during its repair and found that equipment is beyond repair, the supplier shall provide the suitable backup unit with all the specification and features similar to equipment in use.
11	All the equipment may be covered, back to back by original equipment manufacturer support and services cover.
12	All requests for support during non-business hours shall not be charged separately.
13	XYZ shall bear all courier charges for device and its related items service
14	XYZ shall accept the liability for any scratches, damage or loss to SNGPL Equipment caused by their own fault. M/s. XYZ shall provide the contact details i.e. name, CNIC, designation of its representative authorized to handle the equipment.
15	XYZ conduct business in a courteous and professional manner with SNGPL through its engineers.
16	XYZ provide the name, NIC, Cell numbers of support personnel to SNGPL.



17 All travelling / accommodation on SNGPL sites shall be the responsibility of XYZ.

11. Compensation and Reporting

M/s XYZ shall provide quarterly invoice to the designated officer of SNGPL setting out the service details from the last invoice. Service credits and penalties shall be deducted directly from invoices in addition to performance security.

11.1 Services Outage Compensation

11.1.1 Following are the service levels and their descriptions under this Agreement. The below mentioned amount shall be deducted as **Services Outage Compensation** from the remaining invoice.

11.1.2 Service level may be changed after initial response by M/s. XYZ.

Severity Level	Service Description	Response Time	Resolution Time	Deduction Amount
Severity Level-I Top Critical Business Level	Complete loss of Service and operations, or wide scale business outage or significant impact to business.	4-hours.	8-hours.	Amount equivalent to 10% of performance warranty for every 8 hours till the restoration of service after the first 8 hours to a maximum to total performance warranty shall be deducted from quarterly invoice.
Severity Level-II Highly Serious Business Impact	Significant or degraded service. Time sensitive issues important to productivity. High-Impact problems where business is proceeding but is significantly impaired.	8-hours.	1-Day	Amount equivalent to 5% of performance warranty for every 1-Day till the restoration of service after the first Day to a maximum of total performance warranty shall be deducted from quarterly invoice.
Severity Level-III Medium Minor Business Impact	Minor Loss of Service. Issues causing significant customer concern.	8-hours.	3-Days	Amount equivalent to 2% of performance warranty for every 3-Day till the restoration of service after the first 3-Days to a maximum of total performance warranty shall be deducted from quarterly invoice.
Severity Level-IV Low, Business Impact No	Service in working mode; but has issues that do not have significant impact	8-hours.	5-Days	Amount equivalent to 1% of performance warranty for every 5-Day till the restoration of service after the first 5-Days to a maximum of total performance warranty shall be deducted from quarterly invoice.



12. Issue Report and Quarterly Status Report format

XYZ shall provide the status report on the following formats. XYZ can submit any additional reports necessary

12.1 Issues Report

S. No	Ticket Reference No. by XYZ for the complaint/issue	Date & Time of complaint / issue	Person from SNGPL who launched complaint	Mode of Complaint (Email/call)	Assigned Severity Level	Engineer from XYZ who has issued the ticket	complaint status	Remarks

13. Roles and Responsibilities of SNGPL

SNGPL has the following general responsibilities under this Agreement:

- 13.1 SNGPL shall conduct business in a reciprocal courteous and professional manner with M/s. XYZ.
- 13.2 SNGPL shall provide all relevant information required to open a support request.
- 13.3 SNGPL shall facilitate to M/s. XYZ that Agreement targets are punctiliously met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule as envisaged under this Agreement).
- 13.4 Ensuring all work is performed according to the agreed-upon work methods and standards.

14. Roles and Responsibilities of Service Provider

- 14.1 M/s. XYZ shall conduct business in a courteous and professional manner.
- 14.2 M/s. XYZ shall use its own appropriate help desk to provide Standard Coverage and After-Hours Coverage.
- 14.3 M/s. XYZ shall provide the contact details i.e Name, CNIC, Cell numbers of engineers to SNGPL.
- 14.4 M/s XYZ shall ensure the availability of the engineer to work with the SNGPL support resource assigned to the support request, once a support request has been submitted.
- 14.5 M/s. XYZ shall attempt to resolve problems over the phone on first call. Services Provider shall ensure availability of qualified and certified personnel at all the times.
- 14.6 The Organization's end-users shall not contact the Vendor's support resources directly to report a problem, **only designated resources shall be allowed**. All problem calls must be logged through the appropriate help desk.



- 14.7 M/s XYZ shall ensure that all the remedial solutions shall be documented at the log book at SNGPL site/sites.
- 14.8 M/s XYZ shall be responsible for performance of any other work which is in the reasonable opinion of SNGPL/Company is connected or ancillary thereto with the scope of work under this Agreement. Services Provider shall be solely responsible for all acts, omissions, and negligence of its personnel.

15. Termination of Agreement

- 15.1 Prior to the exercising any right to terminate the Agreement under the conditions stipulated herein; the Party intending to do so (hereinafter "Terminating Party") shall give the other Party a written notice specifying such default(s) and calling for submission of an explanation within seven (7) Business Days of receipt of such notice and to cure the default in further thirty (30) days. If such explanation is not furnished within stipulated time or if so furnished, is found to be unsatisfactory, and the default(s) persists, the Agreement may be terminated with the notice to the other Party.
- 15.2 Right to terminate this Agreement unilaterally vests with SNGPL for which assigning any reason is not mandatory. Without prejudice to the foregoing this Agreement shall be terminated in case(s):-
- a) M/s. XYZ fails to perform or carry out any or its entire obligation (s) under this Agreement.
 - b) M/s. XYZ does not mitigate its failure and/or shortcomings within a period of thirty (30) Business Days as stated above after receipt of default notice from SNGPL.
 - c) In case, the event stipulated at Clause 16(2) subsists for over sixty (60) Calendar Days.
- 15.3 In the foregoing instances spelled out at 15(2) above; SNGPL retains the right to terminate this Agreement by tendering a prior notice of thirty (30) Calendar Days to M/s XYZ.
- 15.4 Upon termination of this Agreement, the rights and obligations of the Parties shall cease to exist but, however, the termination shall not affect any rights or obligations of Parties which may have arisen prior to such termination. Upon termination of this Agreement, SNGPL shall not be liable for any payment obligations under this Agreement as of the date of such termination. Upon termination, Services Provider shall provide transition assistance for minimum 30-60 days at no additional cost. SNGPL may engage third party at risk and cost of Service Provider.



16. Force Majeure

- 16.1 Notwithstanding any provision to the contrary for damages or be deemed in default of the provisions of the Agreement/purchase order for failure to perform or delay in the performance of obligations assumed by such Party pursuant hereto in so far as the said affected Party can clearly establish that its performance has been prevented or delayed by Force Majeure. The term "Force Majeure" as employed here in shall mean acts of Government in their sovereign capacity, riots, strikes, lock outs, fires occurring in the M/s XYZ's establishment, political disturbance, mobilization, wars, unprecedented flood, storm hurricanes or other acts of Gods. Force Majeure shall not include internal operational failures, resource shortages, or vendor negligence.
- 16.2 If a Party wishes to claim relief by reasons of Force Majeure, it shall within three (3) calendar days of the occurrence of the Force Majeure event serve a written notice of such occurrence on the other Party through registered airmail. The notice shall comprise details of the Force Majeure event, how it has affected the scope of the Agreement, the measures that have been taken by the Party to mitigate the effect of Force Majeure and suggest a way forward to mitigate the subsisting effect of Force Majeure. The Parties shall mutually consult and agree upon the measures to be taken in order to determine a way forward. As soon as the Force Majeure ends, the affected Party shall promptly resume performance of its obligations under the Agreement and intimate the other Party regarding the same. If the Force Majeure event persists for the continuous period of sixty (60) days SNGPL shall be entitled to terminate this Agreement.

17. Amendment to Agreement

Any amendment to the terms and conditions of this Agreement would require the written consent of M/s XYZ and SNGPL. The amendment of the Agreement would take place through an Addendum to this Agreement and the recording of that Addendum shall be appended to this Agreement, and deemed to be a part of this Agreement. Any and all amendments shall be made in writing and counterparts shall be signed in original by the authorized representatives of the Parties.



18. Withholding Tax

M/s XYZ is hereby informed that SNGPL shall deduct tax at the rate prescribed under the tax laws of the Islamic Republic of Pakistan, from all payments for services rendered by M/s. XYZ, unless an exemption certificate is provided by M/s. XYZ.

19. Confidentiality

19.1 M/s. XYZ undertakes to treat as confidential and keep secret all information disclosed by SNGPL ("the Disclosing Party" for the purpose of this Clause) in connection with this Agreement and any other information it receives as a result of the implementation of this Agreement, which may reasonably be supposed to be confidential, that is disclosed by the Disclosing Party to M/s XYZ. . M/s XYZ shall protect the information with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices.

19.2 M/s. XYZ shall not without prior written consent of the Disclosing Party disclose any part of the information to any person except:

- To its employees who need to know the same.
- To its auditors, court of competent jurisdiction, a governmental body or applicable regulatory authority and any other persons or bodies having a right, duty or obligation to know the business of M/s XYZ and then only in pursuance of such right, duty or obligation.;
- Any person who is for the time being appointed by M/s XYZ to carry out the obligations under this Agreement.

19.3 M/s XYZ shall promptly notify SNGPL if it becomes aware of any breach of confidentiality by any person to whom it discloses all or any part of the information and shall give SNGPL all reasonable assistance in connection with any proceedings, which SNGPL may institute against such person for breach of confidentiality.

19.4 Remedies for breach of Confidentiality

M/s XYZ hereby agrees and acknowledges that any disclosure, advertent or inadvertent, of any confidential information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to SNGPL which shall not be adequately compensable in monetary damages, and that SNGPL may, in addition to all other remedies available to it at law or in equity, including but not limited to, suit for monetary



damages, obtain such preliminary, temporary or permanent, mandatory or restraining injunctions, orders or decrees as may be necessary to protect SNGPL against, or on account of any breach, by M/s XYZ, its employees or agents, jointly and severally, of the provisions contained herein, and M/s XYZ agrees to reimburse the reasonable legal fee and other costs and expenses incurred by SNGPL in enforcing the provisions of this Agreement.

20. Information Security

The Receiving Party of any Customer Data of the Disclosing Party shall be responsible for establishing, implementing, maintaining and performing a reasonable information security program (including physical security of physical items) that is reasonably designed to:-

- Ensure the security and confidentiality of such Customer Data
- Protect against any anticipated threats or hazards to the security or integrity of such Customer Data
- Protect against unauthorized access to or use of such Customer Data that could result in substantial material harm to the Disclosing Party or any of its customers and
- Ensure the proper disposal of such Customer Data.

The Disclosing Party shall maintain reasonable security for its own systems, servers and communications links as is reasonably designed to

- Protect the security and integrity of its Customer Data to the extent within the Disclosing Party's control
- Protect against unauthorized access to or use of the Receiving Party's systems and servers on which Customer Data of the Disclosing Party is stored to the extent within the Disclosing Party's control

The Receiving Party shall:-

- Take appropriate action to address any incident of unauthorized access to Customer Data of the Disclosing Party
- Notify the Disclosing Party as soon as possible of any incident of unauthorized access to Customer Data and any other breach in the Receiving Party's security that materially affects the Disclosing Party or the Disclosing Party's customers including providing indemnification of the aggrieved Party. Service Provider shall be fully liable and indemnify SNGPL against any data breach, cyber incident, or unauthorized access arising from its system or personnel.

21. Terms and Conditions



21.1 Term of Agreement

- a) This Agreement shall come into force and effect upon the Effective Date. This Agreement shall be valid for a term of One (01) year from _____ 20__ to _____ 20__.

21.2 Communications / Notices

All notices and communications required to be sent by each other in terms of this Agreement shall be made in writing and sent by first class mail and shall be deemed to have reached the other party to whom it is addressed, or at such changed addresses as the parties may communicate to each other on the next business day following the date of posting.

To SNGPL:

Sui Northern Gas Pipelines Limited
IT/MIS Department, 21-Kashmir Road,
Lahore, Pakistan.
Tel: + 9242 9920 0536
Attention: Usman Qadeer Ch.
Chief Officer (IT/MIS)
Usman.qadeer@sngpl.com.pk

To XYZ:

Tel: +92 42 000 0000
Attention: Mr.

21.3 Integrity Pact

XYZ shall be required to be familiar with the text of integrity pact attached with the tender documents and confirm their concurrence of execution of the same. This is mandatory requirement under Public Procurement Rules 2004.

21.4 Severability

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, shall be inoperative. The Parties shall with bona fide intent attempt to resolve the same to ensure the sanctity of this Agreement.

21.5 Waiver

No waiver by either party of any default by the other in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of the Party and no such waiver shall operate or be construed as a waiver of any other, further or future defaults, whether of alike or of a different character or nature.



21.6 Indemnity Clause

Services Provider shall indemnify and hold harmless SNGPOL against all loses, damages, claims, penalties, regulatory actions.



IN WITNESS WHEREOF the respective parties hereto have set their hands on the date first herein above written.

For and on behalf of XYZ

For and on Behalf of SNGPL

Authorized Signatory

Name:

Designation:

Phone:

email:

CNIC: _____

Authorized Signatory

Name:

Designation: GM (IT/MIS)

for Managing Director

Gas House, 21-Kashmir Road, Lahore,

Pakistan

Phone: + 92

email:

CNIC: _____

Witnesses:

NAME: _____

Signature _____

Designation: _____

CNIC: _____

NAME: _____

Signature _____

Designation: _____

CNIC: _____

NAME: _____

Signature _____

Designation: _____

CNIC: _____

NAME: _____

Signature _____

Designation: _____

CNIC: _____

Bid Evaluation Criteria
Licenses Renewal and SLA for Application Load Balancer

'B'

S. No	Description	Quantitative (Fixed)
1	The bidder will submit authorized business partnership certificate of the quoted brand.	25
2	The bidder will submit authorization letter from the Principal manufacturer (OEM) to participate in the Tender Enquiry.	25
3	The bidder will submit the certificates of at least 02 certified resources of the brand being quoted along with Employment Details i.e. Emp. No. Designation & Joined Date etc at its Letterhead.	25
4	The bidder will provide complete details of at least 03 operational offices across Pakistan including Lahore.	25

Qualifying Marks = 75

Abbas