

SERVICE LEVEL AGREEMENT

CLIENT



NATIONAL CLEARING COMPANY

SERVICE PROVIDER



JAFFER

JAFFER BROTHERS (PVT) LIMITED

AN ISO 9001: 2000 CERTIFIED COMPANY

General Information

Name of Firm:	M/S Jaffer Brothers Private Limited
Address:	Citi Tower, 33-A, Block-6, PECHS, Shahra-e-Faisal, Karachi-75400
Account Manager:	Adil Wadood (0321-3762088)
Technical Contact:	Raheel Lodhi (0333-3198517)
UAN:	111-527-527 (KHI - LHR - ISB)
Fax Nos.	+92 (21) 4373073
E-mail:	jbs@jaffer.com
Web site:	http://jaffer.com
Sales Tax Number:	12-20-9999-028-73
NTN Number:	28-03-0710779



Agreement Ref: NCCPL/JBS-CS-/11062015

Commencement Date: 1st July, 2015

CUSTOMER ADDRESS:

NATIONAL CLEARING COMPANY OF PAKISTAN LTD.
DADEX HOUSE, LHE OFFICE , ISB OFFICE
SHAHRA-E-FAISAL, KARACHI - 75400
PHONE: (+92-21) 43025141-46
FAX: (+92-21)

COMPANY ADDRESS:

JAFFER BROTHERS (PRIVATE) LIMITED
CITI TOWER, 33-A, BLOCK-6, PECHS,
SHAHRA-E-FAISAL, KARACHI - 75400
UAN: 111-527-527
FAX : (+92-21) 437-3083

Customer Contact:

Name: Mr. Shafiq ur Rehman
Designation: Chief Information Officer
SLA of HP HW 24 x 7 for the period of 12 Months starting from the above commencement date with end date 30th June 2016.

Contract Type : Comprehensive with parts

Call Window : 24 x 7 x 365 days
(for all locations)

“M/S JAFFER BROTHERS (PRIVATE) LIMITED” hereinafter referred to as “Company” agrees to provide its Service Level to “M/S NATIONAL CLEARING COMPANY OF PAKISTAN LIMITED” hereinafter referred to as “Customer” under agreed Terms as per Annexure-A

JBL’s General Terms and Conditions of Service Level Agreement shall also apply

S#	Description:	Amount in US\$ for 12 Months
01	JBL with HP B2B 24X 7 Support Services, (12 Months July 01 st , 2015 to June 30 th , 2016) Hardware Problem Diagnosis, Onsite Support, Parts and Material provided with 2 Hr Onsite Response, for the equipment mentioned in Annexure -B 42U Rack, Rack mount TFT, KVM, PDUs, PDU accessories will be support by JBS.	USD 35,200.00
Total Amount in Words Exclusive of taxes: USD: Thirty five thousand two hundred Only.		USD 35,200.00
15% Sindh Government Services Tax		USD 5,280.00
Total Price in words inclusive of all Taxes USD: Forty thousand four hundred eighty only.		USD 40,480.00

Amount in words: USD Forty thousand four hundred eighty Only.

Payment Terms: 100% Advance
Terms and Conditions As per Annexure-A
Equipment Detail: As per Annexure-B

Company Authorized Sign/Stamp

Date

Customer Authorized Sign/Stamp

Date

Annexure A

TERMS AND CONDITIONS

1. TERM:

This Agreement is effective from the commencement date and shall continue until terminated by the either party upon thirty (30) days prior written notice of the Quarterly Agreement anniversary date.

2. DEFINITION:

Equipment: The computer Hardware/Equipment supplied by Company/Third party whose description, serial No. And locations are stated, will be called equipment.

3. SERVICE RESPONSIBILITIES OF Company:

A. For the charges stated herein, Company will maintain the equipment in good operating condition during the described Call Window, i.e. 24 x 7 x 365.

B. Provide unscheduled, on-call remedial maintenance as required following customer notification that the equipment is inoperative. Company will try its best to respond to the customer's site within (2) working hours of the complaint and provide service (including but not limited to the procurement of parts, test equipment, and / or additionally required documentation). Such remedial maintenance will be performed at no additional charge provided that Company is notified within the Call Window immediately after equipment failure, and is given access to the equipment during the Call Window. Company resolution time is 08 working hours. Otherwise a backup (either of the faulty part or a SERVER (in case of major breakdown) will be provided.

C. Company will provide and bear the costs of labor under this Agreement for maintaining the specified equipment in good operating condition, when such labor is required because of normal wear and tear.

D. Maintenance will include replacement of parts deemed necessary by Company. All parts will be furnished on an exchange basis and will be new standard parts or parts of equal quality. Exchanged parts removed from the system become the property of Company.

4. SERVICE LIMITATION

A. The following are examples of causes other than normal wear and tear: unauthorized attempts by other than Company personnel to repair, maintain or modify the equipment; catastrophe; failure of equipment not maintained by Company or of non-Company supplied removable rotating storage media; fault or negligence of customer, operator error, improper use or misuse of the equipment; causes external to the equipment such as, but not limited to transportation or fluctuations of humidity or temperature or voltage.

B. Maintenance service does not include,

1) Operating supplies or accessories, necessary for customer preventive maintenance, paint or refinishing the equipment or furnishing materials for this purpose;

2) Electrical work external to machines or maintenance of accessories, alterations, attachments or other devices not furnished by Company unless specifically noted herein.



- C. Not included is the laying in or pulling or cabling to remote peripherals or terminals.
- D. Customer's representative shall be on the premises during Company performance of maintenance services.
- E. To facilitate Company's performance of maintenance services, Customer agrees to provide reasonable facilities such as but not limited to, secure storage space, a designated work area with adequate heat and light, and access to a local telephone line; these facilities are to be provided upon request and at no charge to Company.

5. PAYMENT TERMS

- A. Annual charges will be invoiced in 100% advance. Charges for a partial month's service will be prorated on thirty (30) days month.
- B. Charges for maintenance service resulting from Customer requested Company performance outside the Call Window, or for reasons other than normal wear and tear, will be invoiced after completion of the call. Such charges shall be at Company's per call rates and terms then in effect.
- C. Payment of all charges is due on the first day of the service period for which the Company invoice is rendered.
- D. Company may change monthly charges on the anniversary date of this Agreement by giving at least (90) days prior written notice. The changes shall not exceed Company published charges for maintenance service on the effective date of the adjustment. The charges for equipment added to this Agreement will be the current published rates at the time the equipment is added.

6. MOVEMENT OF EQUIPMENT

- A. To permit continuity of service under this Agreement, Customer shall give Company at least thirty (07) days prior written notice of its intent to move the equipment listed herein.
- B. Company personnel shall supervise the dismantling and packing/unpacking of the equipment and shall inspect and reinstall the equipment at the new location, and charge the Customer for all such labor and materials provided at its then current rates and terms. The monthly charges shall be suspended when the system is dismantled and reinstated on the day following equipment reinstallation and acceptance by Company at new location.
- C. Company shall be under no obligation to furnish continued service (preventive or remedial) under this agreement if the equipment is moved from its location of initial installation and/or reinstalled without the prior written approval of Company.

7. CONSUMABLES

Maintenance charge does not cover consumables, and Customer will be required to purchase consumable as and when required. Consumable include Batteries, Disk packs, Diskettes, Cassettes, Tapes, Ribbons, Stationary, Printer Wheels, Print Bands, Print Heads, Cables, Print module, Plotter Pens, Toner, Maintenance Kit,

Cleaning Pad, Transparencies, UPS batteries, Printer Ribbon Shield, Ribbon Mask, Ribbon Drive Assembly, Heat Roller, Feeding Pad, Teflon etc.

8. LIMITATION OF LIABILITY AND WARRANTY

A. Company's liability to the Customer, (whether in contract or tort, including negligence) for damages of nature shall not exceed the total charges paid during one year under this agreement.

No action, (whether in contract or tort, including negligence) arising out of the performance of services under this Agreement may be brought by either party more than 90 days after the cause of action occurs except that an action for non-payment may be brought within 3 years of the date of the last payment.

In no event will Company be liable for any loss of data but will restore data in case of Back up provided by the Customer.

9. PREVENTIVE HEALTH CHECKS.

Company is obliged to perform quarterly health checks / servicing of the hardware equipment installed at customer's site(s). At the time of quarterly health checks / servicing, Company shall also ensure that underlying hardware is properly configured (according to its original specifications) and no part is missing there from.

If required, Company will also ensure to provide quarterly cleaning / servicing of the equipment on public holidays.

10. Government Rules and Regulations

This contract is governed by Government of Pakistan rules and regulations, any Changes in govt. policies / taxes may reflect on its terms and conditions.

Customer Access

As an enterprise Customer, you are advised to call Jaffer Business Systems, for urgent software or hardware calls.

Telephone:	(+ 92 21) 111-527-527
(24X7) Support Engineers	Ehtisham Abdullah 03362423181 , Sanaullah Shah 03362423178 , Farhan Nasir 03362423183 , Farrukh Naveed 03362423180
Call Escalation	Rizwan Hussain 0300 2030963 / Tahir Kashif 03333753347
Fax:	(+ 92 21) 4373073
Email:	customercare@jaffer.com , tahirkashif@jaffer.com , Rizwan.hussain@jaffer.com
Internet:	http://jaffer.com

Call Management / Critical spares list maintained at Customer Premises

Customer is required to contact Company for technical queries or encountered problem. Company will provide remote or onsite support within contractual period.

Customer's Responsibility:

Single Point of Contact:

Customer is responsible for designating a manager (and backup) within the IT department to act as the primary contact support activities. The manager will be responsible for coordinating the delivery of all services with the appropriate Company representatives. This contact will be available to meet with the Company support team in person or via telephone on a regular basis.

Communication of Changes to Environment:

Customer will inform Company for any change that include a communication path to the support team for pending hardware, software or network changes affecting Customer support and IT environment.

Remote Support Access

- 1 Provide Internet mail access to facilitate easy written communication.
- 2 Provide the capability to upload files to our ftp site.

Defined Escalation Process

Customer will establish an internal communication plan for critical problem to ensure rapid resolution and clear communication on a peer-to-peer basis between COMPANY and CUSTOMER.

Technical Staff Access

Customer will provide Company and Company authorized technical staff access to the customer's building facilities, as needed, during normal business hours as well as after hours, if necessary.

Installation of Software Patches

- 1 Customer is responsible for reviewing patch documentation included with distribution patches and the installation of software patches.
- 2 Schedule regular maintenance periods for your systems to apply recommended software patches.

Data

- 1 Customer is responsible for backup and recovery of all data and software.
- 2 Customer will maintain a current back-up copy of the operating system and other applicable software programs and data.

Maintenance of Security and Environment in the Server room

- 1 It is customer's responsibility to control temperature and humidity, to enable all servers operating in the optimum condition. Cleanliness must be maintained.
- 2 Customer will ensure all cabling are properly routed and secured.
- 3 Customer will also ensure sufficient open space around each server, to enable good airflow to cool the servers and easy maintenance or service repair.
- 4 Customer is responsible to secure the server room, with access right to limited number

Annexure “B”

KSE Site		Dadex Site	
Equipment	Details	Equipment	Details
SMA Server	1 Server AG456A	SMA Server	1 Server AG456A
	HP Proliant DL380 G5		HP Proliant DL380 G5
	SGH704146Y-AG456A		SGH704146X-AG456A
Tape Library AD608B	MSL 6000 with 2 drives Sr# USX651Z06X	Tape Drive	HP Storage Works Ultrium 960
	30 Slots		SP# 407191-001
	Two drives		USE064901Z
142257-003	HP 10A IEC320 C14-C13 10ft/3m PDU Cable Qty 04	142257-003	HP 10A IEC320 C14-C13 10ft/3m PDU Cable qty 02
252663-B31	HP 32A High Voltage Modular PDU qty 04	252663-B31	HP 32A High Voltage Modular PDU qty 02
	Power PDU Qty 14		Power PDU Qty 08
AG066A	HP TFT7600 ITL Rack mount Keyboard Monitor qty 02	AG066A	HP TFT7600 ITL Rack mount Keyboard Monitor qty 02
336044-B21	HP CAT5 0x1x8 KVM Server Console Switch qty 03	336044-B21	HP CAT5 0x1x8 KVM Server Console Switch qty 01
	42 U Rack qty 02		42 U Rack qty 01
LTO 4 Tape Drives	HP Storage Ultrium 1840 qty 02	Tape Library AJ034A	MSL 2024
	S/No# HUL4J03095 (scsi)		1 LTO4 FC Drive / 24Slots
Lahore		Islamabad	
228481-006	HP 32A High Voltage Modular PDU qty 02	252663-B31	HP 32A High Voltage Modular PDU qty 02
142257-003	HP 10A IEC320 C14-C13 10ft/3m PDU Cable Qty 02		Power PDU Qty 2
	HP TFT7600 ITL Rack mount Keyboard 2C464900B3		
336044-001	HP CAT5 0x1x8 KVM Server Console Switch qty 01		
	HP ASSY Rack 10642G2 s/N S/N: GB464901C 42 U qty 01		

BMG Servers					
S#	Serial No	Model	RAM	Location	Disks
1	SGH4704J66-AB463A	HP RX3600	4 GB	HO	2x72 + 4x146
2	CN793301J6-504634-371	DL360G6	8 GB		2x300
3	CN793301J5-504634-371	DL360G6	8 GB		2x300
4	SGH821043H	DL180G5	4GB		4x146
5	SGH821043D	DL180G5	4GB		6x146
6	SGH821043L	DL180G5	4GB		4x146
7	CN793301J4-504634-371	DL360G6	8 GB		2x300 & 1x46
8	SGH821043B	DL180G5	4GB		4x146
9	CN71290QWQ	DL160G7	12 GB	DR	2X300
10	SGH821043N	DL180G5	4GB		4X146