



ตารางแสดงวงเงินงบประมาณที่ได้รับจัดสรรและราคากลาง (ราคาอ้างอิง) ในการจัดซื้อจัดจ้างอื่น ๆ ที่มีเชิงงานก่อสร้าง
Budget and Reference Price (Cost Estimated) for Non Construction Work

1. ชื่อโครงการ (Project Name) Gartner for CISOs Individual Access Subscription
หน่วยงานเจ้าของโครงการ (Project Owner Department) ODC/P
บริษัท (Company)
- PTT Exploration and Production Public Company Limited
2. วงเงินงบประมาณที่ได้รับจัดสรร (Budget) ไม่รวม VAT 7,512,780.00 บาท THB
วงเงินงบประมาณที่ได้รับจัดสรร (Budget) รวม VAT 7% 8,038,674.60 บาท THB
3. วันที่กำหนดราคากลาง (ราคาอ้างอิง) Reference Price as of Date 08/08/2024
เป็นเงิน (amount) ไม่รวม VAT 7,512,780.00 บาท THB
มูลค่าการประกาศราคากลางเป็นเงิน (amount) รวม VAT 7% 8,038,674.60 บาท THB
4. ที่มาของการกำหนดราคากลาง (ราคาอ้างอิง) Source of Estimated Price
 การจัดหาพัสดุตามพรบ.การจัดซื้อจัดจ้างและการบริหารพัสดุภาครัฐ การจัดหาที่เกี่ยวกับการพาณิชย์โดยตรง
หมวดที่ 1 N/A (ระบุเหตุผลกรณีไม่มี) : เป็นราคาที่ได้มาจาก Gartner ที่เป็นผู้ให้บริการของ Gartner for CISOs subscription โดยตรง
4.1 ราคาที่ได้มาจากการคำนวณตามหลักเกณฑ์ที่คณะกรรมการราคากลางกำหนด
(The Reference Price calculation is based on the criteria set by the Reference Price Committee)
แหล่งที่มา : -
หมวดที่ 2 N/A (ระบุเหตุผลกรณีไม่มี) : เป็นราคาที่ได้มาจาก Gartner ที่เป็นผู้ให้บริการของ Gartner for CISOs subscription โดยตรง
4.2 ราคาที่ได้มาจากฐานข้อมูลราคากลางอ้างอิงของพัสดุที่กรมบัญชีกลางจัดทำ
(Comptroller General's Department's database)
แหล่งที่มา : -
4.3 ราคามาตรฐานที่สำนักงานงบประมาณหรือหน่วยงานกลางอื่นกำหนด
(Standard prices are set by the Bureau of the Budget or another government agency)
แหล่งที่มา : -
หมวดที่ 3
4.4 ราคาที่ได้มาจากการสืบราคาจากท้องตลาด
(Market Survey Price/ Budgetary Price from Vendor)
แหล่งที่มา : เป็นราคาที่ได้มาจาก Gartner ที่เป็นผู้ให้บริการของ Gartner for CISOs subscription โดยตรง
4.5 ราคาที่เคยซื้อหรือจ้างครั้งหลังสุดภายในระยะเวลาสองปีงบประมาณ
(Historical Price)
แหล่งที่มา : -
4.6 ราคาอื่นใดตามหลักเกณฑ์ วิธีการ หรือแนวทางปฏิบัติของหน่วยงานของรัฐนั้นๆ
(Others)
แหล่งที่มา : -
5. รายชื่อคณะกรรมการกำหนดราคากลาง (Reference Price Committee)

5.1 Phurich Leemekanont

ประธานกรรมการกำหนดราคากลาง (Chairman Committee)

5.2 Kunagorn Kunavut

กรรมการกำหนดราคากลาง (Committee)

หมายเหตุ ราคากลางฉบับนี้ได้รับการอนุมัติผ่านทางระบบอิเล็กทรอนิกส์ (This reference price is generated and approved electronically.)

Calculation Sheet

No.	Item Description	UOM	Price	Currency	Qty	Total
1.	Gartner for CISOs Individual Access Subscription	1	7,512,780.00	THB	1.00	7,512,780.00

Gartner Research and Advisory (Thailand) Limited Service Agreement for PTT Exploration and Production Public Company Limited (“Client”)

This Service Agreement (“SA”) consists of Sections 1 to 5 below, as well as the General Terms included herein. This SA constitutes the complete legal agreement between Gartner Research and Advisory (Thailand) Limited of Office 30.13, level 30, No.1 Park Silom Tower, Convent Road, Silom, Bangrak, Bangkok 10500, Thailand (“Gartner”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and PTT Exploration and Production Public Company Limited of 555/1 Energy Complex Building A, Vibhavadi-Rangsit Road Chatuchak Bangkok 10900 (“Client”) for the Services described herein, and shall be effective when signed by Client and Gartner. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. ORDER SCHEDULE AND DEFINITIONS

a. Services are the subscription-based research and related services purchased by Client, as indicated below and described in the Service Descriptions.

b. Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA are attached to this SA, or alternatively, may be viewed and downloaded through the hyperlinks listed in Section 2 below, and in each case are incorporated by reference in this SA.

Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the Service Names, the Level of Access names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee THB</u>	<u>Total Fee THB</u>
Gartner for CISOs	Individual Access	1	Phurich Leemekanont	01-AUG-2024	30-SEP-2024		฿0.00
				Term Total	(Excluding applicable taxes)		฿0.00
				7% VAT			฿0.00
				Total With Tax			฿0.00
Gartner for CISOs	Individual Access	1	Phurich Leemekanont	01-OCT-2024	30-SEP-2025	฿2,368,080.00	฿2,368,080.00
				Term Total	(Excluding applicable taxes)		฿2,368,080.00
				7% VAT			฿165,765.60
				Total With Tax			฿2,533,845.60
Gartner for CISOs	Individual Access	1	Phurich Leemekanont	01-OCT-2025	30-SEP-2026	฿2,492,900.00	฿2,492,900.00
				Term Total	(Excluding applicable taxes)		฿2,492,900.00
				7% VAT			฿174,503.00
				Total With Tax			฿2,667,403.00
Gartner for CISOs	Individual Access	1	Phurich Leemekanont	01-OCT-2026	30-SEP-2027	฿2,651,800.00	฿2,651,800.00
				Term Total	(Excluding applicable taxes)		฿2,651,800.00
				7% VAT			฿185,626.00
				Total With Tax			฿2,837,426.00
				Total Services:			฿8,038,674.60

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Offer valid until 30-AUG-2024

2. SERVICE DESCRIPTIONS

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for CISOs Individual Access	http://sd.gartner.com/sd_ciso_indiv_access.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Client agrees to pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner. Client agrees to pay all invoiced amounts in Thailand Baht within 30 days from date of invoice via EFT remittance.

Please attach any required Purchase Order (“PO”) to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the Purchase Order shall be inapplicable and of no force or effect.

4. CLIENT BILLING INFORMATION

Taxation ID

Office information (Head Office or Branch)

Purchase Order Number

Billing Address

Invoice Recipient Name

Invoice Recipient Email

Invoice Recipient Tel. No.

5. AUTHORIZATION

Client:

PTT Exploration and Production Public Company Limited

Gartner Research and Advisory (Thailand) Limited

Signature/Date

Signature/Date

Print Name and Title

Print Name and Title

Offer valid until 30-AUG-2024

General Terms

1. **Term.** This SA is non-cancelable, and may be terminated only for material breach by either party, upon 30 days' prior written notice, if the breach is not cured within the notice period. In the event Client breaches this SA by failing to pay for Services, or by exceeding its authorised usage rights to the Services, Gartner may deactivate Client's access to the Services, on ten (10) days notice, until the breach is cured. Client shall remain liable for all fees payable hereunder. In order to remain current and timely in its Service offerings, Gartner may make minor modifications from time to time in the content of any Service. If Gartner discontinues any Service in its entirety, Client may, at its option, receive a substitute Service, or obtain a pro rata refund of the fees paid for the discontinued Service.

2. **Ownership and Use of the Services.** The Services are owned and copyrighted by Gartner and/or its affiliates. Gartner reserves all rights to the Services not expressly granted to Client hereunder. Access to the Services is restricted to the named individuals (each a "Licensed User") set forth in the SA. Each Licensed User must be issued a unique personal password which may not be shared. Client agrees to review and comply with the Gartner *Usage Policy* ("Policy") which is incorporated into this SA and which is accessible to all Licensed Users via the "Policies" section of gartner.com. Among other things, this Policy describes how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally. Client shall establish and enforce appropriate security measures to limit access to the Services to Licensed Users. Subject to the clause on assignability hereunder, the rights granted to Client may not be sublicensed, sold or otherwise transferred.

3. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (1) clearly marked confidential if provided in written form, or (2) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process. Client acknowledges that Gartner is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Gartner's research, analysis or consulting organization from other sources.

4. **Disclaimer of warranties.** The Services are provided on an "as is" basis and to the fullest extent permitted by law, Gartner expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness or adequacy of information. Client recognises the uncertainties inherent in any analysis or information that may be provided as part of the Services, and acknowledges that the Services are not a substitute for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action. Gartner shall not be liable for any actions or decisions that Client may take based on the Services or any information or data contained therein. Client understands that it assumes the entire risk with respect to the Services.

5. **Liability.** Except for violations by Client of authorized usage rights to the Services or Gartner's intellectual property rights, to the fullest extent permitted by law, (1) each party's liability under this SA under any theory of liability shall be limited to the fees paid by Client under the SA under which such liability arose, and (2) neither party shall be liable for consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss, arising out of the use of the Services, whether or not such party has been advised of the possibility of such damages.

6. Miscellaneous

(a) **Assignability.** Except for assignment to a parent, subsidiary, affiliate or successor entity by merger or acquisition neither party may assign this SA without the written consent of the other Party.

(b) **Dispute Resolution.** If a dispute arises out of or relates to this SA, or the breach, termination, validity or subject matter thereof, or as to any claim under any domestic or international statute or law relating to this SA, the parties agree to refer their dispute to arbitration administered by the Singapore International Arbitration Centre ("SIAC"). The following shall apply for arbitration claims: (1) a party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute; (2) on receipt of the notice specified in item (1), the parties to the dispute must within 30 days of that notice seek to resolve the dispute; (3) if the dispute is not resolved within 30 days or within such further period as the parties agree, then the dispute is to be referred to SIAC; (4) the arbitration shall be conducted in Singapore in accordance with SIAC Arbitration Guidelines which are hereby deemed to be incorporated by reference; and (5) this clause does not merge upon completion. Nothing in this clause prohibits either party from seeking urgent, interlocutory or injunctive relief.

(c) **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the Singapore, without reference to its conflict of law principles.

(d) **Force Majeure.** Except for payment obligations, nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, acts of God, governmental acts or restrictions, failure of suppliers, or acts of war or terrorism or any other reason where failure to perform is beyond the reasonable control of the nonperforming party.

(e) **Severability.** To the extent necessary to render a provision valid and enforceable in that jurisdiction, a reviewing court may modify any provision of this SA that it finds to be invalid or unenforceable. The other provisions of this SA shall not be affected. Any unenforceability in a particular jurisdiction shall not affect enforceability in any other jurisdiction.

(f) **Use of Gartner Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(g) **No Third-Party Beneficiaries.** This SA is for the benefit of the parties only. No third party shall have the right to (1) rely on the Services provided by Gartner, or (2) seek to impose liability on Gartner as a result of the Services.

Offer valid until 30-AUG-2024

(h) **No Waiver.** Failure by any Party at any time to enforce any provision of this SA or to require performance by the other Party of any of the provisions hereunder shall not be construed as a waiver of any such provision and shall not affect the validity of this SA or any part thereof or the right of such Party to enforce any provision in accordance with its terms.

(i) **Data Protection.** In performing its obligations under this Agreement, Gartner and the Client will comply with all applicable data privacy legislation. In providing the services, Gartner shall comply with its global privacy policy available at gartner.com/privacy.

(j) **Surviving Clauses.** Sections 4, 5 and 6 (b), (c), (f) and (h) shall survive the termination of this SA.

(k) **Entire Agreement.** This SA sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements between the parties. No modifications may be made to this SA except in writing and duly executed by both parties.

Please return two signed originals of this Agreement to:

Contracts Administration Department

Gartner

Level 20, 357 Collins St, Melbourne, VIC 3000, Australia

Telephone: +61 3 9222 2600

Facsimile: +61 3 9222 2601

Offer valid until 30-AUG-2024

SERVICE DESCRIPTION Attachment to the Service Agreement GARTNER FOR CISOS: INDIVIDUAL ACCESS

Gartner for CISOs: Individual Access (the “Service”) is designed for the senior most security and risk management leaders in the client company (“Client”), typically the Chief Information Security Officer (“CISO”). The Service provides access to Gartner research and research experts.

DELIVERABLES

1. One (1) User designated by Client (“Licensed User”) is entitled to the following Gartner Deliverables:

- **Assigned Service Delivery Team**
- **Expert Interactions**
- **Expert Insights**
 - Role-based Content
 - Role Business Content
 - Strategic Business Content
 - Executive Leadership Research and related content
 - Emerging Tech & Trends Research
 - Industry-specific IT Research
 - Gartner for IT Leaders Research
- **Tools and Data**
 - Role-based workflow tools and diagnostics
 - IT Key Metrics Data, Diagnostic Tools and Templates
- **Peer Experiences**
- **Conferences and Events**
 - Gartner IT Summit with VIP Access
 - Webinars

2. Additional information on the Deliverables listed above include the following:

(a) **Assigned Service Delivery Team**

Client Success Manager: A client success manager will serve as the Licensed User’s primary point of contact for the Service. The client success manager is an experienced service professional who understands the Licensed User’s context and priorities and helps them to understand their entitlements and leverage the most relevant Gartner resources.

(b) **Expert Interactions:** Provides access to Gartner research experts associated with this Service. Participation is limited to the expert and the Licensed User only (i.e., non-Users, either inside or outside the client company, may not attend or otherwise participate on an inquiry call). Inquiry call topics are limited to the licensed research deliverables of the Service.

(c) **Expert Insights:** Exclusive Gartner Research Reports relevant to Licensed User. These may include Gartner selected topics across IT, business, industries, emerging tech and trends, and leadership research.

(d) **Tools and Data:** Access tools and data relevant to Licensed User. These may include interactive assets that enable viewing of data-driven insights and benchmarks designed to enable Licensed User to make informed decisions and enhance workflows.

(e) **Peer Experiences**

Gartner provides opportunities for peer engagement in a variety of ways. Licensed Users have access to Gartner assets that enable ratings and reviews, connecting with qualified peers, access to community features, and exclusive features specific to client role.

Peer & Practitioner Research: Includes peer benchmarks, best practices, case studies, tools and templates.

Facilitated Networking: Service Delivery Team will, upon request, arrange meetings with peers around a specific topic or area of expertise.

(f) **Conferences and Events**

Attendance at Gartner IT Summit with VIP Access: One (1) complimentary invitation to attend Gartner IT Summit, including standard Summit entitlements and select exclusive interactions through VIP access, as further referenced below.

Webinars: Periodic multi-client virtual events (live and/or replays) where Gartner expert(s) present research on a topic and clients participate through Q&A chats/polls. Clients have access to webinars through gartner.com.

ADDITIONAL USAGE INFORMATION

The invitation or “Ticket” is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any conference other than an IT Summit.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of gartner.com.