

**METRI ENGINEERING SERVICES W.L.L**  
**مترى للخدمات الهندسية ذ.م.م**

**OREF 19-03-2025-1**

*Effective Date 1<sup>st</sup> April 2025*

### **AMC Proposal & AGREEMENT**

*Subject: Annual Maintenance Contract (AMC) and Services for **PPM of Refrigeration system/Cold rooms 11 nos.** at Mahaseel at MAHASEEL MVPF Building at Sailiya – 2 Years (the “Site”)*

#### **BETWEEN**

**M/s National Food Company QSC**

*Represented by*

*Mr. Mohamed Ali Al-Ghaithani*

*Board Member*

*P.O Box 30100*

*Doha-Qatar*

*Telephone No: +974 4468 4981*

*hereinafter called “The First Party “or the “Client”*

#### **AND**

**METRI ENGINEERING SERVICES W.L.L**

*Represented by*

*Mr. Elie Metri*

*DOHA-QATAR P.O.BOX:23107*

*PHONE: 55572793/44459207/30882548*

*E-mail: mes@mes.qa FAX: 44780499*

*Hereinafter called “Second Party” or the “Contractor”*

**EQUIPMENT LIST (the “Equipment”)**

NO.	ITEM DESCRIPTION	No	Unit	Remarks
1	Cold Rooms	11	Nos	
2	Evaporating units	24	Nos	
3	Refrigeration Units	11	Nos	
4	Condenser Units	11	Nos	
5	Humidifier Units	9	Nos	

**A. SCOPE OF WORKS (the “Services”)**

No	PARTICULARS
01	The Contractor shall conduct an actual full inventory of all Equipment (as described above) to validate the list as stated on Equipment lists, and shall prepare report on findings indicating the type and capacity of the equipment, location, actual condition, and recommendation whether the equipment needs new spare parts replacement, etc.

No	PPM TASK / MONTHLY & QUARTERLY TASK	Date
01	Check each compressor for any oil leakage	Monthly
02	Check all refrigerant levels for each system	Monthly
03	Check if there is any fault alarm in the controller	Monthly
04	Check the temperature of lubricating oil as per manufacturer's requirement	Quarterly
05	Clean and maintain equipment. Check system efficiency.	Monthly
06	Check and maintain controller setting (safety set-points) and Control Panel	Monthly
07	Check and maintain defrost cycle	Monthly
08	Check the evaporator to protect the possible ice formation	Monthly
09	Clean sheet metal parts to prevent oxidation	Monthly
10	Inspect for refrigerant Leakage and Fix if minor leak, Check refrigerant levels (Fill if low) if minor leak. <b>See Including &amp; Excluding</b>	Monthly
11	Check LP/HP & Gas pressure	Monthly
12	Check the proper cooling in full load, Check and Calibrate the cold rooms temperature	Monthly
13	Clean Condenser coil, fins, and fan blades	Monthly
14	Check & Maintain the Mountings of Outdoor units	Monthly
15	Clean the evaporator casing, unit cooler fins and blower fans	Monthly
16	Check the control valves are working properly	Monthly
17	Observe condenser motor operation and record amps/ voltage	Monthly
18	Examine all parts for wear and tear before a minor problem becomes a big problem	Monthly
19	Check and maintain suction line insulation	Monthly
20	Clean drain lines	Monthly
21	Calibration of Controllers & Defrost settings	Monthly
22	Check and maintain all electrical connections indoor & outdoor	Monthly
23	Inspect compressor operation.	Monthly
24	Check and maintain all electrical connections	Monthly

25	Test thermometers, recalibrate and maintain if necessary	Monthly
26	Check and maintain suction and discharge super heat and record	Monthly
27	Calibrate sensors and transducers if needed.	Quarterly
28	Record pressure and temperature	Monthly
29	Record voltage and current	Monthly
30	Inspect for unusual sound	Monthly
31	Check main door switch	Monthly
32	Check and maintain air curtains	Monthly
33	Check and maintain door alignment and gaskets, etc.	Monthly
34	Check and maintain door operation	Monthly
35	Check the condition of Humidifier System, Fogger, etc.	Monthly
36	Check the Water Pumps, piping, and Fittings and Control panel operations.	Monthly
37	Oil Change when needed after inspection and as per manufacturer recommendation. Compressor Oil & Oil Analysis Test costs are mentioned separately.	Yearly

**Included:** -

- Minor Consumables & cleaning agents.
- Refrigerant Top-up (if minor only) (Refrigerant costs are mentioned in a separate table)
- Oil replacement of compressor and oil filter, when needed after quality inspection and as per manufacturer recommendation. (Compressor Oil & Oil Analysis costs are mentioned in a separate table)

S.n	Suggested Consumables for two years	Quantity	UNIT PRICE	TOTAL PRICE
1	Refrigerant required for gas charging and refilling	50	450	22500
2	One Time Compressors Oil Analysis	22	400	8800
3	Compressor oil refilling + FILTER	22	550	12100

Note : Above consumables & services can be arranged by client or by us and will be invoiced separately when needed.

**Excluded:** -

- Compressor/Any Mechanical part/Any PLC or microprocessor or VFD.
- Compressor Overhauling.
- Rewinding/ Replacement of any motor.
- Filter Drier.
- Solenoid Valve.
- LP/HP Switches.
- Oil Pressure Switches.
- Thermostatic Expansion valves
- Electrical Panel & its components
- Shifting of compressor.
- Use of crane.
- Any leak repair in condenser & Evaporator Coil & Pipe.
- Refrigerants related to major leaks (Leaks because of Condenser & Evaporator coil)

**Pricing:**

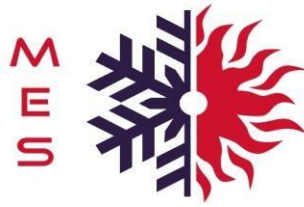
1) PPM of Refrigeration system/Cold rooms 11 nos

**Total Price per year = 64,000 Q.R.**

**For two years= 128,000 Q.R.**

**Payment Terms:** Quarterly Payments in Advance

**Notes:** Since AMC is limited to PPM works, we have not considered any third-party liability insurance policy as it will increase the cost, and the client building has insurance. Only workmen compensation policy we have considered for our employees.



## Terms and Conditions

1. **Services:** The Contractor hereby agrees to perform the services described above under the heading “Scope of Work” (hereinafter referred to as the "**Services**") for the Client's Equipment . In general, the Scope of Services shall consist of all services for the Planned, Preventive and Routine Maintenance of the Cold Storage and Refrigeration System equipment to be provided on an annual contract basis. The scope involves the regular periodic and systematic inspection, operation, and maintenance of the entire Cold Room assets. The Maintenance scope shall also include the detection and identification of issues in advance and the correction of any problems discovered.
  - a) The Contractor undertakes to attend to emergency calls, unlimited on-call services (24 X 7) should be provided round the clock for any emergencies, breakdowns and fire faults. Rectifications should be carried out accordingly and service reports should be submitted. A fault reported by the maintenance team in Mahaseel at Sailiya should be attended within a maximum period of two (2) hours or earlier.
  - b) Supply of manpower/labor, tools and equipment as required to maintain the equipment in good operating condition and to perform during normal working hours. If any technicians or personnel supplied by the Contractor are found to be unsuitable for the work that they are doing at Mahaseel, the Contractor shall promptly replace them.
  - c) Contractor shall provide a written report on a monthly basis as a minimum (and on a case-by-case basis) about the condition of each equipment and the works performed or required to be performed for approval to the concerned person or the Client’s representative (Facility Management).
  - d) Contractor’s personnel shall behave and act in a safe and professional manner when on site and follow all the Client’s policies and procedures.
  - e) Submit regular monthly maintenance visits and inspection and summary report (Hard copy and soft copy) to Nafco, Mahaseel customer representative (Facility Management) and copied To Hassad ESD.
  - f) All the Contractors personnel shall behave and act in a safe and professional manner when on site and follow all Nafco & Mahaseel policies and procedures.
  - g) Contractor shall submit separate quotation for any kind of major spare parts, repairs, or rectification and replacement works not covered by this Contract.
  - h) The Contractor shall submit separate quotation for the cost of the consumable’s items such as refrigerant gas for minor filling, compressor oil, capacitor, contactor, relay, fan belt, filters, and gasket, while erecting any scaffolding is free.
2. **Performance of the Services.** The Contractor shall undertake the rendering of the Services efficiently and in a timely manner at the Site.
3. **Risk and responsibility.** The Contractor shall exercise due care in the performance of Services during the Term of this Agreement. The Contractor's responsibility for any loss or damage is limited to that directly

resulting from the Contractor's, breach of this Agreement, negligence or misconduct in the performance of Services.

In no event shall the Contractor be liable for any loss, damage, or claims arising out of circumstances beyond the Contractor's reasonable control, including but not limited to losses or damages to the Customer's property at the Site that are not a direct result of the Contractor's actions or inactions. This includes, without limitation, loss or damage to the Client's premises and stored products not directly caused by the Services provided under this Agreement.

The Client acknowledges that the Contractor is not an insurer of the Client's property and recommends that the Client maintain adequate insurance to cover all risks associated with the Client's property and the Site.

Any claim for loss or damage must be promptly reported to the Contractor and substantiated with adequate evidence.

4. **Compliance with Laws.** The Contractor shall observe the legal requirements in effect and ensure the implementation and maintenance of the Services are in compliance with the applicable laws and regulations in the State of Qatar.
5. **Personnel and Subcontractors.** The Contractor shall, in its performance of the Services, use only employees who are experienced, skilled, capable and duly qualified in connection with the nature of the Services. The Contractor shall not assign, transfer any of its obligations under this Contract nor subcontract this Agreement to any third party without the prior written consent of the Client. Notwithstanding the approval by the Client to the appointment of subcontractors by the Contractor, the Contractor shall at all times remain liable to the Client for the performance of its obligations under this Contract.
6. **Payment:** In consideration of the Services provided by the Contractor, the Client shall pay the sum of QAR 64,000 per year to the Contractor in four (4) installments (hereinafter referred to as the "**Part Payment**"). The Contractor shall provide a monthly invoice to the Client on additional works done that is not covered under the Contract starting on the Effective Date. The Client shall make the payment to the Contractor within thirty (30) days of receipt of the invoice.
7. **Term:** This Contract shall commence on the **Effective Date** and shall terminate one year from such date and this Contract may be extendable for another two (2) years with the same rate with the Parties mutual written consent.
8. **Inspection:** The Client reserves the right to inspect all work performed under this Contract. If the work performed by the Contractor is not in accordance with this Contract or does not match the Client's expectations, the Client may notify the Contractor in writing. At that time, the Contractor shall promptly correct such work within a reasonable time.
9. **Use of Utilities:** The Client shall allow the Contractor to use water and power of the premises, at no cost, to render the Services and execute the work.
10. **Insurance:** During the term of this Contract, the Contractor shall obtain and maintain all applicable insurance as required by any applicable law to cover its employees.



11. Relationship of Parties: The Client is hiring the Contractor as an Independent Contractor under the scope of this Contract. The Client and the Contractor shall not establish any partnership or employer-employee relationship.
12. Termination: Either Party may terminate this Contract by 30 days' written notice. In addition either Party may terminate this Contract if any Party fails to perform any of its obligations under this Contract, and if such failure is not cured within thirty (30) days (unless extended by the Party) after written notice to the Party at fault, the Parties shall be entitled to seek and obtain all remedies available to it in law.
13. Confidentiality: During the term, the Contractor shall not disclose any confidential information of the Client that is communicated to the Contractor in connection with the above-mentioned Services and such information shall be held by them in strict confidence. This provision shall continue to be effective after the termination of this Contract.
14. Limitation of Liability: In no event shall either Party be liable to the other party or any third party for any special, indirect, or consequential damages, that might result from any part of this Contract such as, but not limited to, loss of profit or revenue.
15. Indemnification: The Contractor agrees to defend, indemnify and hold the Client and its affiliates and each of their respective directors, officers, employees, representatives and agents harmless from and against all claims, liabilities, losses, deaths, injury, damages, costs, and expenses, suffered or incurred by the Contractor and its affiliates and each of their respective directors, officers, employees, representatives and agents arising from the Contractors' or its officers, employees, representatives and agents negligence in the performance of the Contract or any breach or any breach by the Contractor and/or its affiliates and each of their respective directors, officers, employees, representatives and agents of the terms or conditions of this Contract.
16. The Parties acknowledge and agree that each Party is a corporation established under the terms of Qatari law and is solely responsible for complying with legal requirements related to its own employees, independent Service Providers, personnel and in general, with its workers. Each Party is hereby obliged to fulfill its own labour obligations related to its employees, personnel, and in general with its workers. Neither Party shall be liable for any labour relationship existing between the other Party and such other Party's respective employees and/or workers. Each Party shall be responsible for any claim or lawsuit of any of its own employees and agrees to indemnify and hold the other Party harmless for any liability in respect thereto that may arise.
17. Miscellaneous:
  - a) Assignability: Neither Party may assign, subcontract or novate this Contract or the rights and obligations there under to any third party without the prior express written consent of the other Party which shall not be unreasonably withheld.
  - b) Serviceability: In the event, any provision of this Contract is deemed to be invalid or unenforceable, in whole or part, that part shall be severed from the remainder of this Contract and all other provisions shall remain in full force and effect as valid and enforceable.
  - c) Governing Law: This Contract shall be governed by and construed in accordance with the laws of

the country of Qatar without regard to conflict of law principles. If the disputes under this Contract are not resolved amicably, the disputes shall be resolved in the courts.

- d) Entire Agreement: The Parties acknowledge that this Contract sets forth and represents the entire Contract between both the Parties. If the Parties are willing to change/add/modify any terms, they shall be in writing and signed by both Parties.
- e) Notice: Any notice that is required by this Contract shall be in writing and shall be given to the appropriate party by personal delivery or certified mail, postage prepaid, or any such delivery service provided.
- f) Force Majeure: **Force Majeure** means an exceptional event or circumstance occurring beyond a Party's control, which such Party could not have reasonably provided against before entering into the Agreement; which having arisen, such Party could not reasonably have avoided or overcome; and which is not substantially attributable to the other Party; but which does not include an event or circumstance for which a Party accepted the risk of occurring under the Agreement, either expressly or impliedly

If a Party is or will be prevented from performing any of its obligations under this Agreement by Force Majeure, the Party affected shall notify the other Party immediately giving details of the event and specifying the obligations which are or will be prevented. The notice shall be given within five (5) days after the Party giving notice became aware, or should have become aware, of the event or circumstances constituting Force Majeure.

A Party shall, having given notice under this clause, be excused performance of such obligations for so long as they are prevented by such Force Majeure. A Party shall give a further notice to the other Party when it ceases to be affected by the Force Majeure.

Each Party shall at all times use its best endeavors to minimize any delay in the performance of this Agreement as a result of Force Majeure.

**First Party**

**M/s NAFCO National Food Co.**

**Date:**

**Second Party**

**M/s Metri Engineering Services W.L.L**

**Date:**

