

**CONTRACT AGREEMENT FOR SUPPLY AND INSTALLATION OF DUCTING, INSULATION AND INSTALLATION OF HVAC PIPING AT ZONE - B GROUND FLOOR OF NASTP KARACHI BUILDING**

1. This agreement is being made on **\_\_\_\_ May 2023** between **NASTP KARACHI** duly represented by **DCAS (NASTP)** and his assigns [**DG (NASTP) & DIRECTOR DEVELOPMENT SIERRA]** therein after called the **“EMPLOYERS”** which term shall include its administration and assigns of the one part and **M/S PIONEER SERVICES** herein after called **“CONTRACTOR”** which term shall include its administrator’s assign and successors-in-interest of the other part.

Whereas the **‘EMPLOYER’** desires to develop **‘FOR SUPPLY AND INSTALLATION OF DUCTING, INSULATION AND INSTALLATION OF HVAC PIPING AT ZONE - B GROUND FLOOR OF NASTP KARACHI BUILDING’** and the **‘CONTRACTOR’** agrees to undertakes the same as per terms and conditions specified in this **‘CONTRACT AGREEMENT’** at a ‘**CONTRACT PRICE’** of **Rs. 15,000,000/- [Fifteen Million Only]** as per Scope of Work defined in **Annexure ‘A’.**

2. Following terms and conditions are hereby agreed to by the parties: -

a. Payment shall be made as per specifications / design and measurements / checking on ground. **No extra work will be carried out without written order and approval**. Any work / charge of any type without written approval of concern if carried out by the contractor himself will be responsible: -

b. Following shall be strictly followed by the **CONTRACTOR**: -

(1) Quality of work as per approved drawings and specifications.

(2) No compensation for death/ injury.

**Signature Employer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature Contractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(3) The **CONTRACTOR** remains responsible for safeguarding of material, no compensation for theft or loss will be given by **EMPLOYER**.

c. The work will be executed by **M/S PIONEER SERVICES** and will not be sublet to any other contractor or firm.

d. Time Schedule: -

(1) Total Time for the Completion / Handing over the Building is as under:

(2) Date of Commencement -  **02 May 2023**

Date of Completion - **20 June 2023**

3. **Payment Schedule**

(a) The payment **[Rs. 15,000,000/-]** will be made to the Contractor on completion of each stage as per following schedule: -

|  |  |  |  |
| --- | --- | --- | --- |
| **S No** | **Stage** | **Percentage** | **Amount in PKR** |
| (i) | On Supply of complete material | 30% | 4500000/- |
| (ii) | On completion of 50% work | 20% | 3000000/- |
| (iii) | On completion of 75% work | 30% | 4500000/- |
| (iv) | On satisfactory completion of the Job | 20% | 3000000/- |
| **Total** | | **100%** | **15,000,000/-** |

4. If Contractor, fail to complete the work within the due date, the contract will be terminated or he will be liable to pay the penalty as per agreement clause.

**Note: -**

**Two original and photocopy** of this agreement have been prepared and each original has been retained by each Party. This Agreement contains **09** pages and **TERMS OF CONDITIONS**. Both parties have read the document and understood it in totality including **SCOPE OF WORK [Ann ‘A’] AND TERMS AND CONDITIONS [Ann ‘B’]**.

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

**(S M GHAYASSUDDIN) (MUHAMMAD BILAL HABIB)**

Air Commodore (Retired) CEO

**Dir Dev Sierra** CNIC42301-0909260-5NASTP KARACHI M/S PIONEER ENGG SERVICES

CNIC 42101-4534830-1

**WITNESSESS**

**WITNESS NO 1** **WITNESS NO 2**

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

**MUDASSIR HUSSAIN KHAN** **AMAD ALI**

CNIC : 42301-0837804-5 CNIC : 42501-0885410-5

Dated : May 2023 Dated : May 2023

**ANNEURE ‘A’**

**SCOPE OF WORK**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S. #** | **Description** | **Unit** | **Qty** | **Material Rate** | **Labor Rate** | **Material Amount** | **Labor Amount** | **Total Amount** | |
| 1 | Supply, installation, Testing & Commissioning of  Medium /\* Low Machine made pressure G.I Sheet  Metal Ducting Complete in all Respect | Sq ft | 9500 | 350 | 60 | 3,325,000 | 570,000 | 3,895,000 | |
| 2 | Supply and Installation of 1 inch thick fiber Glass Insulation of Density 24 k/m3 with aluminum foil, tape, canvas cloth & anti fungus paint complete in all respect | Sq ft | 9500 | 160 | 55 | 1,520,000 | 522500 | 2,042,500 | |
| 3 | Supply & Installation of Supply Air Diffuser 15x15 | Nos | 124 | 5,500 | 800 | 682,000 | 99,200 | 781,200 | |
| 4 | Supply & Installation of Exhaust Air Register  09 X 09 | Nos | 39 | 2200 | 1000 | 85800 | 39000 | 124800 | |
| 5 | Supply & Installation of Exhaust Air Register  12 x 12 | Nos | 22 | 3500 | 1000 | 77000 | 22000 | 99000 | |
| 6 | Supply and Installation of Exhaust Air Louver 28x12 | No | 2 | 7500 | 900 | 15000 | 1800 | 16800 | |
| 7 | Supply and Installation of Exhaust Air Louver 30x12 | No | 2 | 9000 | 900 | 18000 | 1800 | 19800 | |
| 8 | Supply and Installation of Volume Control Damper 38 x 16 | Nos | 7 | 14500 | 1000 | 101500 | 7000 | 108500 | |
| 9 | Supply and Installation of Volume Control Damper 32 x 14 | Nos | 4 | 10750 | 1000 | 43000 | 4000 | 47000 | |
| 10 | Supply and Installation of Fire Damper 38 x 16 | Nos | 7 | 14500 | 1000 | 101500 | 7000 | 108500 | |
| 11 | Supply and Installation of Fire Damper 32 x 14 | Nos | 4 | 11800 | 1000 | 47200 | 4000 | 51200 | |
| 12 | Supply and Installation of Access Door for Fire / Split Damper 18 x 18 | Nos | 11 | 8000 | 1000 | 88000 | 11000 | 99000 | |
| 13 | Supply and installation of Flexible Duct Connector for Supply Air Duct Only | Rft | 200 | 650 | 80 | 130,000 | 16,000 | 146,000 | |
| 14 | Providing and Installation of Temporary Scaffolding for Installation of Chilled Water Riser (After completion of work removal of folding) | Job | 1 | 200000 | 75000 | 200000 | 75000 | 275000 | |
|  | Installation of M.S Sch-40 Seamless Chilled Water Pipe with Consumable material such as cutting disc, grinding disc , electrodes etc |  |  |  |  |  |  |  | |
| 15 | 6'' dia | Rft | 350 | - | 575 | - | 201250 | 201250 | |
| 16 | 4'' dia | Rft | 130 | - | 475 | - | 61750 | 61750 | |
| 17 | 3'' dia | Rft | 350 | - | 425 | - | 148750 | 148750 | |
| 18 | 2-1/2'' dia | Rft | 650 | - | 375 | - | 243750 | 243750 | |
| 19 | 2'' dia | Rft | 400 | - | 325 | - | 130000 | 130000 | |
| 20 | 1-1/2'' dia | Rft | 200 | - | 275 | - | 55000 | 55000 | |
| 21 | 1-1/4'' dia | Rft | 320 | - | 250 | - | 80000 | 80000 | |
| 22 | 1'' dia | Rft | 180 | - | 225 | - | 40500 | 40500 | |
| 23 | 3/4'' dia | Rft | 200 | - | 175 | - | 35000 | 35000 | |
| 24 | Prividing and Making of chilled water connection from main plant room for supply and return | Job | 1 | 15000 | 20000 | 15000 | 20000 | 35000 | |
| 25 | Supply and Installation of related fittings for M.S Sch-40 Pipe such as tees, elbows, reducer, Gasket, nut washer etc | Job | 1 | 400,000 | 80,000 | 400,000 | 80,000 | 480,000 | |
|  | Supply and Installation of premolded PU Insulation over chilled water piping with 26 SWG G.I Sheet metal cladding, kraft paper canvas cloth etc complete in all respect |  |  |  |  |  |  |  | |
|  | Thickness 2'' |  |  |  |  |  |  |  | |
| 26 | 6'' dia | Rft | 350 | 2580 | 285 | 903000 | 99750 | 1,002,750 | |
| 27 | 4'' dia | Rft | 130 | 2080 | 255 | 270400 | 33150 | 303550 | |
| 28 | 3'' dia | Rft | 350 | 1730 | 235 | 605500 | 82250 | 687750 | |
| 29 | 2-1/2'' dia | Rft | 650 | 1700 | 230 | 1105000 | 149500 | 1254500 | |
| 30 | 2'' dia | Rft | 400 | 150 | 225 | 500000 | 90000 | 590000 | |
|  | Thickness 1-1/2'' |  |  |  |  |  |  |  | |
| 31 | 1-1/2'' da | Rft | 200 | 1125 | 215 | 225000 | 43000 | 268000 | |
| 32 | 1-1/4'' dia | Rft | 320 | 980 | 200 | 313600 | 64000 | 377600 | |
| 33 | 1'' dia | Rft | 180 | 975 | 180 | 175500 | 32400 | 207900 | |
| 34 | 3/4'' dia | Rft | 200 | 700 | 170 | 140000 | 34000 | 174000 | |
|  | Supply and installation of condensate drain with Insulation |  |  |  |  |  |  |  | |
| 35 | 2'' dia | Rft | 240 | 300 | 98 | 72000 | 23520 | 95520 | |
| 36 | 1-1/2'' dia | Rft | 220 | 220 | 70 | 48400 | 15400 | 63800 | |
| 37 | 1'' dia | Rft | 360 | 190 | 50 | 68400 | 18000 | 86400 | |
| 38 | Supply and installation of Hanger and Support for Chilled Water Piping | Job | 1 | 300000 | 75000 | 300000 | 75000 | 375000 | |
| 39 | Supply and Installation of Red Oxide Paint on Pipes | Job | 1 | 70000 | 38000 | 70000 | 38000 | 108000 | |
| 40 | Removal of Electrical cable trays | Job | 1 | - | 80000 | - | 80000 | 80000 | |
| **Total Amount Rs** | | | | | | | | | **15,000,000** | |

**Signature employer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature Contractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ANNEXURE ‘B’**

**TERMS AND CONDITIONS**

1. **DEFINITIONS**. In the contract the following words definitions and expressions shall have the meaning assigned to them except where the context otherwise requires: -

(a) The **“EMPLOYER”** is the Management Office of **NASTP SIERRA KARACHI** and includes its authorized officials.

(b) “**CONTRACTOR”** means the company whose tender has been accepted by the employer and includes the contractor’s personnel representative and permitted assigns but does not include sub-contractors.

(c) Engineer means the officer notified by the **‘EMPLOYER’**.

(d) Representative of the engineer’s means any duly authorized agent appointed by the employer to perform assigned duties.

(e) The expression works mean all the works specified or set forth in the contract and required in and by the approved design to be herein specified or required in such explanatory instructions and drawing as approved from time to time during the progress of the work hereby contracted for without altering the extent and quality of the contracted works.

(f) **“CONTRACT AGREEMENT”** means and includes the conditions of contract, priced bill of quantities, tender and contract agreement and any other letter or documents specified herein as forming part of the contract agreement.

(g) **“CONTRACT PRICE”** means the total cost of the works specified in the tender and accepted by the employer subject to such addition thereto or deductions there from as may be under the provision hereinafter contained.

(h) **“M/S PIONEER SERVICES”** means the **CONTRACTOR**

(k) **“APPROVED”** means approved in writing by the engineer including subsequent written confirmation of previous verbal approval and approval means approved in writing including as aforesaid.

(l) **“TENDER”** means the offer tender by the contractor for the works govern by the contract and include all documents Annexed to the offer.

(m) **“ENGINEER-IN-CHARGE”** means the officer appointed by the accepting officer to superintend the works or part of works.

(n) **“CONTROLLING OFFICER”** means the officer assigned by representative to exercise over all supervision of and handle the funds allocated for the works on behalf of the accepting officer.

(p) **“ACCEPTING OFFICER”** means the officer constituting the final authority of the ‘**EMPLOYER’** in whom shall rest final decision relating to all aspects of the works.

**Signature employer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature Contractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

2. **SETTING OUT**. The **CONTRACTOR** shall be responsible for the true and proper setting out of the works and for the correctness of the position of levels, dimensions and alignment of all parts of the works and for the provision of all necessary instrument, appliances and labor in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position of levels, dimensions of alignment of any part of the works, the **CONTRACTOR** shall at his own expense rectify such error to the satisfaction of the representative of the Engineer who shall not in any way relieve the **CONTRACTOR** of his responsibility for the correctness thereof and the **CONTRACTOR** shall carefully protect and preserve all benchmarks, site-rails, pegs and other thing used in setting out the works.

3. **CONTRACTOR’S Supervision**

(a) The **CONTRACTOR** shall either himself supervise the execution on the contract provided he has the requisite qualification laid down or shall appoint a competent engineer approved by the controlling officer, possessing these qualifications to supervise and assist him in the execution of the contract.

(b) If in the opinion of the controlling officer the **CONTRACTOR** himself, although fulfilling the above qualification, and not give his full personal attention to the works he shall when called upon, employ an engineer / agent at his own expense.

(c) If the **CONTRACTOR** fails to appoint a suitable engineer agent on being ordered to do so the controlling officer shall have full power to suspend the execution of the works until such date as suitable engineer is appointed by him. If within a time to be specified by the controlling officer the **CONTRACTOR** fails to appoint an engineer, the controlling officer shall have full powers to employ a suitable engineer for the supervision of work at the risk ad cost of the contractor and the **CONTRACTOR** and the **CONTRACTOR** shall be held responsible for the delay so caused to the works. Pay of the engineer so employed will be recovered from any payment due to the **CONTRACTOR**.

(d) Order given to the **CONTRACTOR’S** agent shall be considered to have the same force as if they have been given to the **CONTRACTOR** himself.

(e) The **CONTRACTOR** or his agent shall be in attendance at the site during all works hours and shall superintend the execution of the woks with such additional assistance in each trade as the Engineer-in-charge may consider necessary.

(f) The **CONTRACTOR** or his accredited agent shall attend, when and without marking any charge for doing so, either the office of the engineer-in-charge or on the works to receive instructions.

(g) The **CONTROLLING** **OFFICER** shall have full powers and without giving any reason to require the **CONTRACTOR** immediately to cease to employ in connection with this **CONTRACT** any agent, servant or employee whose continued employment is in his opinion is undesirable.

4. **Labor Supervision Staff**

(a) The **CONTRACTOR** shall employ labor in sufficient number to maintain the required rate of progress and quality to ensure workmanship of the degree required by the specification and to the satisfaction of the Engineer-in-charge.

**Signature employer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature Contractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(b) The **CONTRACTOR** shall provide and employ following on the site in connection with the execution and maintenance of the works: -

(i) Only such technical assistants as are skilled and experienced in their respective calling & such sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise.

(ii) Such skilled, semi-skilled and unskilled labor as is necessary for the proper & timely execution & maintenance of the works.

(c) The **ENGINEER-IN-CHARGE** shall be at liberty to object and require the **CONTRACTOR** to remove forthwith from the works any person employed by the **CONTRACTOR** in or about the execution or maintenance of works who in the opinion of the **ENGINEER-IN-CHARGE** misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the **ENGINEER-IN-CHARGE** to be undesirable and such person shall not be again employed upon the work and shall be replaced as soon as possible by a competent substitute approved by the **ENGINEER IN CHARGE**.

(d) The **CONTRACTOR** shall remain liable for the payment of all wages or other dues to his work people or employees under the payment of Wages Act, 1936, Employees Liability Acct, 1938, workman Compensation Act, 1923 or any other Act or enactments relating thereto and rules framed there under from time to time. The contractor shall work only on and during the hours or a work day unless he obtains the prior written approval of **ENGINEER-IN-CHARGE** to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by the Government.

(e) The contractor will arrange to provide free of charge medical attendance and aid including the provision and use of drugs and medical supplies to his work people whilst employed at site in connection with the execution of works. Hospital treatment if required will also be provided.

(f) The contractor shall not employ in connection with the works any person who has not completed his sixteenth year of age.

(g) The contractor and his staff/ labour shall not carry arms ammunition to the work site without the prior written permission of the Engineer in charge.

5. **Supply of Plant Materials and Labor**. Except where otherwise expressly specified the **CONTRACTOR** shall at his own expense supply and provide all the Constructional Plants, material for all works, labor (including the supervision thereof) transport to or from the site and in and about the work and all other equipment/ things / material / labor of every kind required for the construction, completion and maintenance of the works.

6. **Works to be Executed in Accordance with Specification, Drawing etc**. The **CONTRACTOR** shall observe the whole and every part of the work in the sustained and workman like manner, both as regards material and otherwise in every respect in strict accordance with the specification. The contractor’s work shall also conform exactly, fully and faithfully to the designs, drawing and instructions in writing relating to the work approved by the Engineer of Engineer’s Representative.

7. **Action where No Specification is Available**. In the case of any class of work for which no specification is available, such work shall be carried out in accordance with the written instructions and requirements of the **ENGINEER**.

**Signature employer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature Contractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

8. **Access to Site**. The **ENGINEER** or **ENGINEER’S REPRESENTATIVE** and any person authorized by him shall at all times have access to the work and to the site and to all workshops and places where work is being done or where the materials are being manufactured or articles are being obtained for the work and the Contractor shall provide every facility and assistance obtaining the right to such access.

9. **Anti-Malaria / COVID / Dengue Precautions**. The **CONTRACTOR** shall at his own expense conform to all anti-malaria / COVID / Dengue instruction given to him by **ENGINEER IN CHARGE** including the filling up of such burrow pits.

10. **Rate of Progress and Permission to Work During Night**. The **CONTRACTOR** will be allowed to work day and night.

11. **Extension of Time for Completion**. Should the amount of **CONTRACTOR** or additional work of any kind or other special circumstances of any kind whatsoever which may occur, be such as fairly to entitle the contractor to an extension of time for the completion of the time for the completion of work he will apply in writing for the extension of time to the **ENGINEER**, the **ENGINEER** shall determine and grant the amount of such extension of in writing.

12. **Payment Schedule**

(a) The payment **[Rs. 15,000,000/-]** will be made to the Contractor on completion of each stage as per following schedule: -

|  |  |  |  |
| --- | --- | --- | --- |
| **S No** | **Stage** | **Percentage** | **Amount in PKR** |
| (i) | On Supply of complete material | 30% | 4500000/- |
| (ii) | On completion of 50% work | 20% | 3000000/- |
| (iii) | On completion of 75% work | 30% | 4500000/- |
| (iv) | On satisfactory completion of the Job | 20% | 3000000/- |
| **Total** | | **100%** | **15,000,000/-** |

(b) The payment for each of the above stage will be made within 03 to 05 days after receipt of contractor’s bill and the stage completion certificate. Both documents will be verified the Employer.

13. **Extra Work**. The **CONTRACTOR** will execute the work as per **CONTRACT AGREEMENT** and no extra work will be done without prior approval in written from the employer. The contractor, will not receive except or execute any order in this regard from the concerned unit.

14. **Suspension of Work**. The **CONTRACTOR** shall, on the instruction of the **ENGINEER** suspend the work or any part thereof for such time and in such manner as the **ENGINEER** may consider necessary and shall during such suspension (which shall not exceed a period of 30 days) properly protect and secure the work or such part thereof so for as is necessary in the opinion of the **ENGINEER** unless such as suspension is: -

(a) Otherwise provided for in the **CONTRACT AGREEMENT** or.

(b) Necessary by reason of some default of or breach of **CONTRACT AGREEMENT** by the **CONTRACTOR** or for which he is responsible, or

(c) Necessitated by reason of climatic conditions on the site.

**Signature employer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature Contractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* *For suspensions exceeding 30 days due to no fault of the* ***CONTRACTOR****, the* ***CONTACTOR*** *shall be paid the additional cost he incurs on security/protecting the works as stated above.*

15. **Accident / Injury to Workman**. The **EMPLOYER** shall be not liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor and the **CONTRACTOR** shall indemnity and keep harmless the **EMPLOYER** against all such damages, compensations and against all claims demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

16. **Settlement of Disputes - Arbitration**. If any dispute arises between **CONTRACTOR** and **EMPLOYER** in connection with this contract, the parties shall attempt in good faith to settle the same by negotiation. No arbitration shall be allowed for irreconcilable dispute of whatsoever nature arising out of this contract. The **CONTRACTOR** may refer such a dispute to the **DCAS (NASTP)** after obtaining any technical advice (if needed), shall decide the dispute and his decision will be considered as final and **CONTRACTOR** will have no right to object the decision of the **DCAS (NASTP)** and go to any court etc in this regard. The **CONTRACTOR** will not approach any **SENIOR PAF** officer for settlement.

17. **Site Clearance**. The site shall be cleared before commencement of work by the **CONTRACTOR** from all shrubs, trees, grass and wild growth and from all other obstruction or depressions at his own cost and no payment will be made for such work. Any trees at the site shall be property of the **EMPLOYER**.

18. **Storage and Accommodation**. The **CONTRACTOR** shall make his own arrangement for storing his belongings and the materials including cement. No extra payment, whatsoever will be made to the **CONTRACTOR** by the **EMPLOYER** on this account. The **CONTRACTOR** shall be solely responsible for the safety and security of his belongings and materials at the site.

19. **Final Bill (Applicable only to Term Contractors)**. No claim will be entertained in respect of the works after the contractor has signed the final bill.

20. **Time for completion of Project**

(a) The work will commence from the date of receipt of first written Work Order.

(b) The work shall be completed in 29 days.

(c) If the contractors fail to complete the work within due date, then penalty will be imposed at the rate of left-over work per week.

21. **Supervision of Work**

(a) **MES [PAF Base Faisal]** in consultation with **NASTP Sierra** is to supervise the overall work being carried out by contractor **M/S PIONEER SERVICES** as per drawings and specifications of material.

(b) **M/S PIONEER SERVICES** will provide one **SUPERVISOR / SITE ENGINEER** to ensure timely completion / quality of work as per scope of work and facilitate ambiguities (if any).

**Signature employer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature Contractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**