**CONTRACT AGREEMENT FOR O & M SERVICES FOR HVAC &**

**FIRE FIGHTING WORKS BY M/S PIONEER ENGINEERING**

**SERVICES AT NASTP KARACHI**

1. This agreement is being made on **\_\_\_\_\_, 2023** between **NASTP Karachi** duly represented by **DCAS (NASTP)** and his assigns **[DG OPS (NASTP) & DIRECTOR OPERATION]** therein after called the “**EMPLOYERS”** which term shall include its administration and assigns of the one part and **M/S PIONEER ENGINEERING SERIVES** herein after called **“FIRM”** which term shall include its administrator’s assign and successors-in-interest of the other part. Whereas the **‘EMPLOYER’** desires to Operate and maintain **‘HVAC & FIRE FIGHTING SYSTEM’** and the **‘FIRM’** agrees to undertakes the same as per term and conditions specified in this **‘CONTRACT AGREEMENT’** at a **‘CONTRACT PRICE’** of **Rs. 2,214,800/- [RUPEES TWO MILLION TWO HUNDRED FOURTEEN THOUSAND AND EIGHT HUNDRED ONLY]** (inclusive of SST) as per scope of service defined in **Annexure-‘A’,‘B’,‘C’ and ‘D’.**

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

a. Payment shall be made as specified in contract agreement after vetting of Resident Engineer. **No extra service/ maintenance will be carried out without written order and approval.** Any service / charge of any type without written approval of concern if carried out by the Firm himself will be responsible.

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

(1) Maintenance of equipments/ installation as per manufacturer manual or as provided by Employer

(2) No compensation for death / injury of service man will be provided

3. The **FIRM** remains responsible for safeguarding of  
men and material, no compensation for theft or loss will be given by **EMPLOYER.**

c. The service will be executed by **M/S PIONEER ENGINEERING SERIVES** and will not be sublet to any other Firmer firm.

d. Time Schedule:-

(1) Total time for Maintenance will be as  
 under:-

(2) Date of Commencement - **01 October, 2023**

Date of Completion - **31 August, 2024**

4. **Payment Schedule**

(a) The payment **[Rs. 2,214,800/-] (**inclusive of SST)will be made to the Firm  
 on monthly basis:-

5. Firm will have to keep essentially required parts in an inventory. Employer will make payments of those as per cost ascertained during execution of contract agreement. List of essentially required spare parts is enclosed as **Annex’ B’** to this contract documents. Moreover, Firm will have submit detailed quotation of parts required for major / minor corrective maintenance parts/ services of equipments with market competitive rates and he will have to arrange requisite material within **24 Hours.** He will be liable to pay penalty as per agreement clause if he fails to restore equipment operation within **36 Hours.** Maintenance will be carried out as per program enclosed as **Annex ‘D’**.

**Note:-**

**Two original and photocopy** of this agreement have been prepared and each original has been retained by each Party. This Agreement contains **10** pages and **TERMS OF CONDITION.** Both parties have read the document and understood it in totality including **TERMS AND CONDITIONS [Annex ‘A’] and Ann ‘B’ and Annex ‘C’.**

**Signature: Signature:**

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

Air Cdre (Retired) Director

Managing Director CNIC

NASTP KARACHI M/S Pioneer Engineering Services

CNIC 42101-4534830-1

**WITNESSESS**

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

Signature:­ Signature:­

**Farrukh Akram Khan AMAD ALI**

**Resident Engineer NASTP, Karachi**

CNIC: CNIC: 42501-0885410-5

Dated : Dated:

**ANNEXURE ‘A’**

**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   
 KARACHI** and includes its authorized officials.

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

(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 services mean all the services 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 service hereby contracted for without  
 altering the extent and quality of the contracted services.

(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 and herein as forming part of the  
 contract agreement.

(g) **“CONTRACT PRICE”** means the total cost of the services 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 ENGINEERING SERVICES”**means the **FIRM.**

(k) **“CONTRACT PRICE”** means the total cost of the services 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.

(l) **“TENDER”** means the offer tender by the Firm for the services 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 supervise the services or part of services.

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

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

2. **FIRM’S Supervision**

(a) The **FIRM** shall appoint qualified manpower to supervise the execution of services after getting approval from Employer

(b) If in the opinion of the controlling officer the FIRM’s manpower is incompetent then he has full right to issue order for their change

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

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

(e) The **FIRM** or its agent shall attend the site during all services hours and shall superintend the execution of the services

(f) The **FIRM** or its accredited agent shall attend, when and without   
 marking any charge for doing so, either the office of the Engineer-in-Charge  
 or on the services to receive instructions.

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

3. **Manpower / Supervision Staff**

(a) The **FIRM** shall employ required manpower to maintain equipments and quality to ensure serviceman-ship of the degree required by manufacturer and to the satisfaction of the Engineer-in-  
Charge. List is enclosed as **Annex ‘C’**

(b) The **FIRM** shall provide and employ following on the site in connection with the operation and maintenance of the equipments:-

(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 execution and supervision to the service

(ii) Such skilled, semi-skilled and un-skilled manpower as is necessary for proper & timely execution & maintenance of the services as per contract agreement

(iii) Service technicians sign a log when entering and leaving the facility in order to ascertain their availability hours

(iv) Technicians will report any safety hazards or possible environmental

Problems directly to the management/ Engineer

(v) Firm will get conducted all required test reports at its own expenditure and result analysis be provided to the management along with copy of test report

(vi) Firm will maintain log cards be placed at each piece of equipment with space for noting the date of last service and any new parts that were installed

(vii) Firm is to ensure efficient operations of all equipments to ensure energy conservations otherwise deductions will be made from their service charges

(c) **ENGINEER-IN-CHARGE** shall be at liberty to object and require the **FIRM** to remove forthwith from the services any person employed by the **FIRM** in or about the execution or maintenance of equipment 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 employments is otherwise considered by The **ENGINEER-IN-CHARGE** to be undesirable and such person shall not be again employed upon the service and shall be replaced as soon as possible by a competent substitute approved by The **ENGINEER-IN-CHARGE.**

(d) The **FIRM** shall remain liable for the payment of all wages or other dues to his service people or employees under the payment of Wages Act 1936, Employees Liability Acct, 1938, Serviceman Compensation Act, 1923 or any other Act or enactments relating thereto and rules framed there under from time to time. The Firm shall provide service round the clock

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

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

(g) The Firm and his staff / manpower shall not carry arms ammunition to the service site without the prior written permission of the **Engineer-in-Charge.**

4. **Supply of Tools and Manpower.** Except where otherwise expressly specified the **FIRM** shall at his own expense supply and provide all the tools and manpower (including the supervision thereof) transport to or from the site and in and about the service and all other tools / gadgets / machinery of every kind required for the operation and maintenance of equipments. Firm’s test instruments are to be up-to-date and have valid calibration documentation and this may be in the form of a certificate from the manufacturer. If the instruments used to measure variables, check sensor calibrations, troubleshoot problems etc are not calibrated then 05% of contract amount penalty will be imposed

5. **Services to be Executed in Accordance with manufacturer manual.** The **FIRM** shall observe the whole and every part of the service in the sustained and serviceman like manner, both as regards material and otherwise in every respect in strict accordance with the specification. The FIRM’s service shall also conform exactly, fully and faithfully to service manual in writing relating to the service approved by the Engineer of Engineer’s Representative or manufacturer

6. **Action Where No Specification is Available.** In the case of any class of service for which no description is available, such service shall be carried out in accordance with the written instructions and requirements of the **ENGINEER**.

7. **Access to Site.** The **ENGINEER** or **ENGINEER’S REPRESENTATIVE** and any person authorized by him shall at all times have access to the area and to the site and to all service areas and places where service is being done or where the materials are being stored or articles are being obtained for the service and the Firm shall provide every facility and assistance obtaining the right to such access.

8. **Anti-Malaria / Covid / Dengue Precautions.** The **FIRM** shall at his own expense conform to all anti-malaria / Covid / Dengue instructions given to him by ENGINEER IN CHARGE

9. **Rate of Progress and Permission to Service During Night.** The **FIRM** will be allowed to provide service day and night.

10. **Extension of Time.** Should the amount of **FIRM** or additional service of any kind or other special circumstances of any kind whatsoever which may occur, be such as fairly to entitle the Firm to an extension of time for the completion of the time for the completion of service 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.

11. **Payment Schedule.**

(a) The payment **[Rs. 2,214,800/-]** (inclusive of SST) will be made to on monthly basis.

(b) The payment for each of the above stage will be made within 03 to 05 days after receipt of FIRM’s claim.

(c) Weekend holidays will be charged separately i.e (04 Persons Rs.3000/Hrs)

12. **Extra Service.** The **FIRM** will execute the service as per **CONTRACT AGREEMENT** and no extra service will be done without prior approval in written from the employer. The FIRM, will not receive except or execute any order in this regard from the concerned unit.

13. **Suspension of Service.** The **FIRM** shall, on the instruction of the **ENGINEER** suspend the service or any part thereof for such time and in such manner as the Engineer may consider necessary and shall during such non provision (which shall not exceed a period of 2 days) properly protect the equipment or such part thereof so for as is necessary in the opinion of the **ENGINEER** unless such as non provision 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 **FIRM** or for which he is responsible, or

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

(d) For non provision of services exceeding 2 days due to no fault of the **FIRM**, the FIRM shall be made liable

14. **Accident / Injury to Serviceman.** 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 serviceman or other person in the employment of the Firm and the **FIRM** shall indemnity and keep harmless the **EMPLOYER** against all such damages, whatsoever in respect thereof or in relation thereto.

15. **Settlement of Disputes – Arbitration.** If any dispute arises between **FIRM** 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 **FIRM** 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 **FIRM** will have no right to object the decision of the **DCAS (NASTP)** and go to any court etc in this regard. The **FIRM** will not approach any SENIOR PAF officer for settlement

16. **Site Clearance.** **FIRM** will clean site after provision of service of any equipments

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

18. **Final Bill** No claim will be entertained in respect of the services after the Firm has signed the final bill.

19. **Time for Completion of Services**

(a) The service will commence from the date of receipt of first written Service/ maintenance Order

(b) The service shall be completed within stipulated time

(c) If the FIRMs fail to provide service, then penalty will be imposed as 01 % of Contract amount per day

20. **Supervision of Service.**

(a) **Engineer-in-charge** is to supervise the overall service being carried out by Firm as per Contract Agreement

(b) **M/S PIONEER ENGINEERING SERVICES** will provide technical and non technical manpower to ensure timely completion of service as per scope (if any).

**Annexure-‘B’**

**Detail of Spares**

| **S. No.** | **Item Description** | **Unit** | **Cost** |
| --- | --- | --- | --- |
| 1 | MOTOR Ball Bearing | 02 | 3.0 million Approx. |
| 2 | Pillow Block Bearing | 02 |
| 3 | Belts | 04 |
| 4 | Blower | 02 |
| 5 | Motor | 02 |
| 6 | Penel Contractors overload | 06 |
| 7 | Mechanical Seal & Coupling | 06 |
| 8 | Cooling tower Gear Box Bearing | 01 |
| 9 | Fan Sets | 01 |
| 10 | Float Valves | 02 |
| 11 | Pressure Gages | 12 |
| 12 | Paint | 01 |
| 13 | Chemicals for HVAC System (Nitrate for chilled water) Biocides for cooling tower4 | - |
| 14 | Actuators | 02 |
| 15 | Valves | 02 |

.

**Annexure ‘C’**

**Manpower Details**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S No.** | **Description** | **Numbers** | **Qualification** | **Experience** | **Remarks** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**Annexure ‘D’**

**Maintenance Program**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S No.** | **Activity** | **Frequency** | **Actions** | **Remarks** |
| **Chillers** | | | | |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **Cooling towers** | | | | |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **AHUs** | | | | |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
|  |  |  |  |  |