

TOR
TERMS OF REFERENCE

**TENDER FOR OPERATION / MAINTENANCE OF HVAC &
R EQUIPMENTS INSTALLED AT PIA SALES OFFICE /
AIRPORT AREA - PESHAWAR**

INDEX

S.NO.	DESCRIPTION
1.	TENDER NOTICE
2.	INVITATION TO BID
3.	SCOPE OF BID
4.	SUBMISSION OF TENDER
5.	TECHNICAL EVALUATION CRITERIA
6.	FINANCIAL PROPOSAL / BOQ
7.	TERMS / CONDITIONS OF THE TENDER
8.	INVENTORY OF INSTALLED EQUIPMENTS
9.	DRAFT AGREEMENT
10.	UNDERTAKING TO EXECUTE CONTRACT

**HIRING OF SERVICES FOR ROUND THE YEAR OPERATION / MAINTENANCE
CONTRACT OF HVAC & KITCHEN EQUIPMENTS INSTALLED AT VARIOUS
LOCATIONS OF PIA PREMISES KARACHI & OUT STATIONS**

Pakistan International Airlines (PIA) intends to invite tenders for hiring of services from HVAC&R firms / companies registered with Pakistan engineering council 2021-22 Minimum in C6 with Specialized code (ME01/ME06) and having vast experience to provide operation, maintenance, repair and overhauling / servicing (routine & annually) with optimum performance and efficiencies.

- Tender is called on “**Single Stage Two Envelope**” basis
- Complete RFP can be downloaded from [www. Piac.com.pk](http://www.Piac.com.pk) and www.ppra.org.pk
- Bidders are required to submit Pay Order of Rs. 5,000/- (Non-Refundable) as tender cost in favour of PIAC alongwith ‘Technical Proposal’ and 2% of total bid value (Refundable) as Earnest Money in shape of pay order alongwith ‘Financial Proposal’ for each location separately.

Prospective bidders are requested to drop their sealed proposals for each location on or before 17-02-2022 till 14:30 hrs in the tender box placed at Finance Section (Facilities Management), Room No.293 2nd floor PIA Head Office Building, Karachi Airport – Karachi and the technical proposals will be opened on same date at 15:00 hrs. in the presence of bidder or their representatives who wish to attend the proceedings in the office of General Manager (Facilities Management), 1st Floor Flight Operation Building, PIA Head Office-Karachi.

For any query, to feel free to contact
works.officerhvac&r@piac.aero
+92-21-9904 4730, +92-21-9904 4505

General Manager (Facilities Management)
1st Floor, PIA Flight Operation & works Building Karachi Airport, Karachi
Ph: +92-21-9904 4640
E-mail: gm.facilitesmanagement@piac.aero

INVITATION OF BID

**INVITATION OF TECHNICAL AND FINANCIAL PROPOSAL (SINGLE STAGE TWO ENVELOPE) FOR
OPERATION/MAINTENANCE CONTRACTS (ROUND THE YEAR) OF HVAC&R AND MECHANICAL
EQUIPMENTS INSTALLED AT PIA SALES OFFICE / AIRPORT AREA PESHAWER**

PIA intends to hire services from HVAC&R firms / Companies having vast experience to provide operation, maintenance, repair services (routine& annually) overhauling, skillfully by up keeping equipment with optimum performance efficiencies and 100% serviceability all type of HVAC&R & mechanical Equipments, Exhaust System through technically qualified, proven and well experienced staff.(seven days a week), to achieve the desired standards.

Technical and financial proposals are invited from HVAC&R firms / Companies having vast experience for operational / Maintenance contract of HVAC&R, Equipments on round the year basis for a period of one year as operation / Maintenance contractor. Following details supported by documents must be provided with the technical proposals:

- Bio data of firm, name, office address, telephone / fax numbers, e-mail address and web site etc.
- Details of work shop facility alongwith pickup van
- List of Operation / Maintenance contract completed / in hand confirming experience on Reciprocating Chillers & split type airconditioning plants upto 20 TR and all type of mechanical equipments and hot water system supported by work Order / satisfactory Completion Certificate of contract from client, Firm Must have atleast one contract costing not below to Rs. 2.48 Million per anum completed during last five years.
- List of Engineers / Technical staff presently on payroll and their qualification with experience alongwith documentary proof.
- Valid registration certificate with Pakistan Engineering Council in the field of specialization code(ME01 / ME06) having category C6 or above.
- Financial stability certificate from bankers alongwith bank statement of last three years.
- Details of enlistment with Govt. Semi Govt. and other Organization / Corporation.
- Affidavit to the effect that the firm was not black listed and also not in litigation with any Department / Organization OR details of Litigation / Arbitration (if any)
- Registration certificate in-respect of GST, Income Tax, Professional Tax and PGST etc.
- Tender documents can be obtained from the office of Assistant Manager (HVAC&R) 1stFloor, PIA Flight Operation & works Building Karachi Airport, Karachi.
Ph: +92-21-9904 4730 & +92-21-9904 4505 during office hours on payment of tender cost of Rs. 5,000/- (non-refundable) in shape of pay order in favor of PIA.
- Press notification and complete set of TOR for each location can also be downloaded from PIA / PPRA websites. www.Piac.com.pk and www.ppra.org.pk
- Incomplete Technical and Financial Proposal will not be considered

Technical and financial proposal, sealed separately enclosed in one envelop Should reach the office of Finance Section (Facilities Management), Room No.293 2nd floor PIA Head Office Building, Karachi Airport – Karachi by 17-02-2022 at 14:30hrs Positively. The technical proposals will be opened on same date at 15:00hrs. in presence of bidders in the office of General Manager (Facilities Management) 1st Floor Flight Operation Building, PIA Head Office- Karachi.

After detailed evaluation of Technical Proposals as per ‘TOR’ the ‘Financial Proposals’ of successful firm will be opened in presence of their representatives on specified date & time informed separately. The envelope of Financial Proposals of unsuccessful bidders will be returned as un-opened.

SCOPE OF BID

SCOPE OF BID

PIA intends to hire services from an HVAC&R firms / Companies having vast experience of operation, maintenance, repair services routine & annually must have capacity of overhauling plants / equipments skillfully by up keeping maintenance of equipment at optimum performance / efficiencies with 100% serviceability all type of HVAC&R Equipments, Exhaust System by competent, technically qualified, well experienced staff, (Seven days a week), to achieve the desired standards.

Technical and financial proposals are invited from firm expert in HVAC&R equipments for operation / Maintenance contracts of all type of installed equipment of HVAC&R Equipments on round the year basis as operation / Maintenance contractor.

All participants are required to send their "Technical" and "Financial" proposals sealed separately in one envelope clearly marked on top right side of envelope "Technical" and "Financial" proposals.

The technical proposal will be opened in presence of all the participants on the due date. After detailed scrutiny of technical proposal as per TOR the "Financial" proposal of only successful parties will be opened in presence of their representative on specified date inform separately. The envelope of Financial Proposal of unsuccessful parties will be returned un-opened.

SUBMISSION OF TENDER

SUBMISSION OF TENDER

1. You are required to send your technical and Financial proposals, sealed separately enclosed in one envelop to the office of Finance Section (Facilities Management), Room No.293 2nd floor PIA Head Office Building, Karachi Airport – Karachi by 17-02-2022 at 14:30 hrs on the specified date. You may also send your tender through registered A/D mail addressed to General Manager (Facilities Management), which must reach before the closing date and time mentioned above. Tenders will be opened at 15:00hrs on the same day in the presence of tenderers.
2. Tenders received after stipulated date & time shall not be considered. The corporation will not be responsible for postal delays. The decision of competent authority in this respect shall be final and binding.

EARNEST MONEY

The tender should be accompanied an earnest money 2% of equal to total amount of the bid in shape of pay order in favour of PIA. No tender without earnest money shall be considered.

PREPARATION OF TENDER

The tender should be enclosed in double cover. The inner cover should be sealed having enclosed the following documents.

- a) The tender duly filled in, signed and sealed.
- b) Pay order for earnest money equal to 2% of total bid amount.
- c) Undertaking on Rs. 100/- or above non-judicial stamp paper duly signed and stamped by a public notary / oath commissioner.
- d) Reference of tender: **WO3/OPTN-MAINT/SALES/PEW/22** mark on envelop.
- e) Validity of tender prices must be for 90 days.

The outer cover should bear address of the General Manager (Facilities Management Division), 1st Floor, PIA Flight Operation & works Building Karachi Airport, Karachi and reference number of the tender with opening date of tender.

The tender will be considered in-complete if required information is not given therein.

Authorized Signature of the individual signing the tender and other documents connected with the contract must specify whether signing as:

- a) Sole proprietor or his attorney.
- b) A registered active partner of the firm or his attorney.
- c) For the firm per procreation.
- d) As secretary, Manager and Partner etc or their attorney in case of firm registered under partnership act.
- e) The tender must indicate whether its firm / company / organization is registered anywhere specify the registration number.

Seals & Signature
of the contractor

For Pakistan International

PRICES

- a) The prices quoted must be net as per accounting unit as shown in the schedule to the tender inclusive of all duties / taxes, parking, octroi and delivery charges for free delivery to Karachi Airport. However, if GST is applicable, same should be shown separately.
- b) The prices mentioned in the tender will be treated as full and final till the completion of work order / contract.
- c) Bid offer must be valid for 90 days.

ACCEPTANCE OF TENDER

PIA do not pledge themselves to accept the lowest tender having reserve the right to accept or reject any or all tender / quotations, divide business among more than one supplier or accept the tenders at rates on lowest individual items or extend the date of opening with assigned reason.

PREPARATION OF TENDER

The tender should submitted in sealed separately enclosed in one envelop basis.

Each bid shall be comprise in single envelope containing separately, financial and technical proposals. All bids shall be opened and evaluated in the manner as prescribed in the bidding document.

PRICES

- a) The prices mentioned in the tender will be treated as full and final till the completion of work order / contract.
- b) The prices must be mentioned for each item separately both in words and figures in Pakistani currency. Additional information, if any must be linked with entries on the schedule to tender.
- c) Bid offer must be valid for 90 days with a further period of 90 days.

DURATION OF CONTRACT

Contract will be awarded for a period of one year, extendable for further two terms subject to the satisfactory performance and mutual consent.

Seals & Signature
of the contractor

For Pakistan International

TECHNICAL EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA

Total marks –100
Qualifying marks – 75

All the applicants to please note that as per PPRA Rules and Regulations, all the documents/statements submitted by a Firm/Company for its pre-qualification are under Oath.

Any document/statement provided if proved false, mis-stated, concocted, or incorrect proved at any time, during or after Pre-qualification will result into permanent disqualification and black listing of the firm/Company/Partners with their names displayed on PPRA website.

Particulars of the Company

Company (complete data required in the pre-qualification documents).

1. **Year of establishment of the firm/Company as HVAC contractor confirmed through registration of PEC alongwith the certificate in corporation, Office address, Telephone, Fax, E-mail & website.**

(Marks Allocated – 10)

i	1 -3 Years	03	
ii	4-6 Years	05	
iii	7-9 Years	07	
iv	10 and above Years	10	

2. **Work shop, Tools & Plants and Vehicle Facility.**

(Marks Allocated – 15)

i	Work Shop	05	
ii	Vehicle (model should not be less than 5 years)	05	
iii	List of Tools and Plants	05	

3. **Operation / Maintenance contracts of HVAC & R, Mechanical Equipments and Kitchen Equipments Executed / In hand (under one roof) alongwith satisfactory completion certificate from Client as one contract cost not below Rs. 2.48 million per year.**

(Marks Allocated –20)

i	01 - 02 (No: of Contracts)	10	
ii	03 - 04 (No: of Contracts)	15	
iii	05 and above (No: of Contracts)	20	

4. List of Engineers / Technical staff, their qualification and experience alongwith documentary proof presently available on payroll (Providing 06 Staff)

(Required Qualification and experience of the staff as per annexure)

(Marks Allocated – 10)

i	2 – 4	06	
ii	05 and above	10	

5. Valid registration certificate with Pakistan Engineering Council in the field of specialization code (ME01 / ME06) having category C6 or above.

(Marks Allocated – 05)

i	1- 2 year	02	
ii	3- 5 year	03	
iii	6 and above year	05	

6. Litigation History of the Firm.

(Marks Allocated – 05)

I	No Litigation. (at Present)	05	
Ii	Black Listed / on going litigation	0	

7. Penalty/Fine Imposed

(Marks Allocated – 05)

I	No penalty	05	
Ii	1 penalty	03	
Iii	2-3 penalties	02	
Iv	4 and above penalties	00	

8. Financial Standing / Status Of Firm

A. Income tax paid during the last 05 years (Attached -audited income Tax. Statement/balance sheet / receipted Tax Challans.

(Marks Allocated – 10)

I	Income Tax paid under Rs.0.1 – 0.2 million per Year.	03	
Ii	0.3 – 0.4 million per year	05	
Iii	0.5 – 0.6 million	07	
Iv	0.7 million and above	10	

B. Average annual turnover (for the last five years)

(Marks Allocated – 10)

I	Annual turnover Rs.10 million and above (A Class)	10	
Ii	Annual turnover Rs. 5 – 9.9 million (B Class)	7.5	
Iii	Annual turnover up to Rs.1 – 4.9 million (C Class)	5	

C. Financial standing of the firm / Company**(Marks Allocated – 05)**

I	Last 03 years net worth statement (duly certified by a Chartered Accounts firm.	02	
ii	minimum funds available Rs. 1.0 - 5.0 million- (required bank statement)	03	

Note: Attested copy of Bank Statement, showing list of one year transaction must be attached.

9. Valid Registration certificate in-respect of GST, KGST + Income Tax etc**(Marks Allocated – 05)**

I	Yes	05	
ii	No	0	

Payment of tender cost Rs. 5,000/- each (non refundable) in shape of pay order in favour of PIA.

PIA SALES OFFICE – PESHWAR		Documents submitted		Meeting requirement	
		YES	NO	YES	NO
The minimum staff which must always be made available at site by the contractor is as under.					
<u>SITE SUPERVISOR</u>	01 No. Three years Diploma of Associate Engineer in Airconditioning with Seven years experience.				
<u>AIRCONDITIONING MECHANIC</u>	02 Nos. Qualified with 1 year Technical Certificate Course, Having five years experience on cold storages and airconditioning chiller etc.				
<u>AIRCONDITIONER OPERATOR</u>	03 Nos. Qualified with two years experience of operating absorption and reciprocation chillers.				
	Total Staff---- 06 Nos.				

All above are mandatory requirements. Non compliance of any of the above, will make the bidder non responsive

FINANCIAL PROPOSAL/BOQ

FINANCIAL PROPOSAL / BOQ

Summary

The bidder must furnish alongwith bid the breakup of their quote as under:

Total Wages of the staff	Rs. _____/-
Total Cost of Material	Rs. _____/-
Govt. Taxes	Rs. _____/-
Profit	Rs. _____/-
Total Bid Price per Month	Rs. _____/-
Total Bid Price for One Year	Rs. _____/-

Prices quoted should be firmed and fixed for the term of the contract period

If the breakup is not included, the Bid shall be considered as an in-completed Bid

**OPERATION / MAINTENANCE OF HVAC EQUIPMENTS INSTALLED AT
DISTRICT SALES OFFICE – PESHAWER**

To operate / maintain, service (routine & annual) and repair, skillfully and expeditiously, with the competent staff (specified below) by up-keeping, equipment's optimum performance efficiencies with 100% serviceability of airconditioning (air cooled & Water Cooled), Split Type airconditioning plants, window type airconditioners, upto 20 TR, electric water coolers refrigerator and deep freezer, cold storage, exsuhat & fresh air system water dispenser etc. so as to establish and maintain comfortable environmental conditions, i.e. 24°C within the conditioned areas as per shift pattern mentioned below:-				
SHIFT PATTERN / DUTY TIMINGS FOR <u>DISTRICT SALES OFFICE - PESHAWER</u> <u>GENERAL SHIFT</u> From 08:00 hrs to 18:00 hrs. (Seven days a week including all gazetted holidays)				
The minimum staff which must always be made available at site by the contractor is as under. <u>SITE SUPERVISOR</u> Three years Diploma of Associate Engineer in Airconditioning with Seven years experience. <u>AIRCONDITIONING MECHANIC</u> Qualified with 1 year Technical Certificate Course, Having five years experience on cold storages and airconditioning chiller etc. <u>AIRCONDITIONER OPERATOR</u> Qualified with two years experience of operating absorption and reciprocation chillers.	QTY	UNIT	RATE	AMOUNT
	01 No.			
	02 Nos.			
	03 Nos.			
Cost of material			Rs.	
Sub Total			Rs.	

TERMS AND CONDITIONS OF THE TENDER

TERMS AND CONDITIONS OF THE TENDER

1. Since the spirit and the purpose of this contract is to establish and maintain comfortable environmental condition i.e. 24°C within the conditioned areas through 100% serviceability of all the HVAC equipments and up-keeping their performance efficiencies so if at any time, owing to any reasons whatsoever, comfort conditions within the conditioned areas are not achieved for more than three days or the serviceability of the plants, equipments and installations, etc. decrease, a proportionate amount shall be deducted from the monthly bill of the contractor.

2. THE COST OF CONTRACT WHATSOEVER SHALL BE INCLUSIVE OF THE FOLLOWING MATERIALS AND SERVICES ETC.
 - a) All type of refrigerants, nitrogen, oxygen, acetylene gases, all lubricants and compressor, oils etc. All types of driers and expansion valves and capillaries and gear box oil, etc.
 - b) Dusters, cotton waste, linen pieces, kerosene oil, petrol and other solvent for cleaning and washing purpose and various descaling chemicals for descaling of interiors, exteriors of the various HVAC&R equipments etc.
 - c) All types of ball bearings and roller bearings, pedestal bearings, bushes, packing rings all kinds of packing, flexible couplings, gaskets, oil seals, V-belts, nuts, bolts, washers, screws, fan blades, blowers foundation bolts and nuts etc. thermostat, selector switch, PVC connection for water cooler.
 - d) Thermo pore, thermo flex, glass wool insulation cotton cloth and adhesives foam filters involved in piping and duct insulation etc. paints & red oxide etc.
 - e) Repairing of all kinds of solenoid coils, electronic circuits / plate, relays, overloads starters, transformers, circuit breakers, thermostat and various electric controls upto 25 Amp capacity, capacitor, holders, two pin and three pin plug. All type of fuses / screw type and pin type holders related with HVAC equipments.
 - f) Rewinding / repair of electric motor replacement of ball bearing / bushes etc. upto 7.5 HP and repair / replacement / rewinding etc. of all type of compressor upto 5 Ton capacity.
 - g) All type petty welding and fabrication works related to all the equipments, installation and systems etc.
 - h) Labour charges and transportation, lifting / re-fixing charges for all purposes of the contract.

3. All the plants and equipments shall be operated / maintained / serviced and repaired by technically qualified, trained and experienced staff strictly as specified above for which clearance / approval of Manager HVAC&R or his nominated representative shall be obtain prior to taking-over the site.

4. A staff attendance register should have to be maintained at site and shall be regularly checked and signed by PIA Officer and the same original attendance sheet shall be submitted alongwith the bills as document. In case of absent of any contractual staff, the following category wise deductions shall be made from the monthly bill of the contractor.

Site Engineer	Rs. 1,333/- per day
Site Supervisor	Rs. 1,000/- per day
Mechanic cum Electrician, Boiler Attendant, Plumber & General Electrician	Rs. 833/- per day
A/c Operator, Skilled Labour & Reliever	Rs. 667/- per day

5. The contractor shall ensure that their site staff strictly maintain discipline at PIA premises and strictly comply with the instructions issued from time to time by the Manager HVAC&R or his nominated representative. The defaulters shall be terminated immediately.
6. In case, any equipment or part or component thereof is required it be removed from the system for repairs / replacement or modification, the contractor must obtain prior approval in writing from the Manager HVAC & R or his nominated representative, explaining reasons for such requirements.
7. The contractor shall be bound to provide to their staff at site their own risk and cost, all the related tools, testing equipments, kits, materials decaling sets and effective decaling materials, welding sets, high vacuum pumping sets, gas charging plants, all kind of refrigerant (R-22, R-134, R-410a, R-12 and R-502) and nitrogen/oxygen/acetylene gases etc. necessary to expedite operation, servicing reasons for such requirements.
8. PIA shall not pay for the material involved in such repairs which shall occur due to neglectful operation / maintenance and servicing of the equipment by the contractor's staff.
9. It shall be the sole responsibility of the contractors without any extra financial claim, to keep all the indicating devices, instruments, controls, safety devices (electronics, electrical, mechanical, hydraulic and pneumatic employed on various equipments and systems perfectly. Malfunctioning or inoperative or ineffective or missing a plenty of Rs.500/- (Rupees Five Hundred only) per day shall be deducted from the monthly bill of the contractor but not beyond three days since the date of detection.
10. All the repairs / replacement and rectification of the defects and malfunctioning of the equipment must be attended in time. Plants, equipments and components etc. must be restored to their normal but efficient and productive functioning within ten days or the stipulated target, whichever is less beyond which a penalty of Rs. 1000/- (Rupees One Thousand only) per day shall be deducted from contractor monthly bills or from any outstanding dues. In case of delay beyond ten days from the stipulated target, PIA shall get the said works / repairs completed at the risk and cost of the contractors from any other party and in-addition to deduction of penalty of Rs. 1000/- (Rupees One Thousand Only) per day till restoration of normal productive operation of the equipment. Moreover any operational requirement pertain to sensitive equipments installed in the conditioned space is to be suffered and incase the contractor is failed to rectify the same within 3 days time period, the said repair work will also be carried out by the other party but on the risk and cost of operation / maintenance contractor.

In view of the above, the contractors shall keep sufficient stock of all the related materials at site with detailed information of these to the Manager HVAC&R or his nominated representative in order to meet emergencies etc. promptly.

11. Spare parts, other than mentioned in Clause 2 of above and not as a result of neglectful operation by the contractor's staff shall be supplied by PIA to the contractor on demand for replacement. In case the same is not available with PIA the contractor shall be asked by PIA to provide the same without delay on extra payment i.e. actual cost of the items inclusive of GST plus 10% handling charges.
12. The contractors must maintain temperature record sheet indicating ON / OFF/ timing, volts, amperes and temperatures (grill and room) of the all airconditioning plants installed in various areas duly countersigned by users and the same is to be submitted to Manager HVAC&R or his nominated representative on daily basis. A logbook shall also be maintained at the site indicating the daily service condition and daily / weekly checkup / maintenance / servicing information of all the airconditioning plants.
13. All gazetted holidays are inclusive and no extra claim shall be entertained for operation / maintenance works on official holidays if required. One day weekly off may be allowed to workers as per labour law in such a way that operation should not suffer.
14. None of the contractual staff shall taken away from site without prior approval of the Manager HVAC&R or his nominated representative. Each contractual staff must carry or display on their shoulders / chest contractor's identification while on duty. The defaulter shall be terminated and the contractors shall be penalized @ Rs. 100/- (Rupees One Hundred only) per day, defaulter to be deducted from contractors monthly bills.
15. The contractor who shall be awarded the contract shall have to execute an Agreement on non-judicial stamp paper with PIA.
16. The bidder must inspect the site before quoting the rates, PIA have the right to reject any bid with unrealistic rates or unworkable rates without assigning any reasons.
17. The bidder must furnish alongwith bid the breakup of their quote as under. If the breakup is not mentioned the bid shall be considered as INCOMPLETE BID.

Total Wages Rs.____/-

Cost of Material Rs.____/-

Govt. Tax Rs.____/-

Profit Rs.____/-

18. 10% of the total amount of monthly bill will be kept as security deposit for a period of 12 months for guarantee period and shall be refundable at the end of maintenance period, if the work is entirely found satisfactory.
19. The contractor shall personally visit the equipments at least trice a week and shall be available on telephone at site in case of problem.
20. In order to achieve comfortable temperatures within the areas at 07:00 hours the contractors must depute their operating staff to start operation of the airconditioning system at least one hour earlier i.e. 06:00 hours.
21. To get clearance for 100% serviceability of steam boilers and its allied components from the Chief Boiler Inspector, Govt. of KPK, after annual servicing / any repairs each time.

22. The contractor shall personally visit the equipments at least thrice a week and shall be available on telephone at site in case of problem.
23. The minimum wages to be paid by the contractor to its staff, shall not less than Rs. 20,000/- per month.
24. Any time to time addition of HVAC equipment in the existing inventory.
25. The said contract can be extendable for further period of two terms with mutual consents of the if found satisfactory.
26. The contractor shall bound to pay the salary to its staff atleast for three months during the first week of each month irrespective of their bills, either cleared or not by the corporation (PIA).
27. It shall be the sole responsibility of the contractors without any extra financial claim to PIA.
 - a) To follow various maintenance schedules of the steam boilers and their allied equipments and controls etc. to upkeep their efficiencies
 - b) To ensure regular soft water supply to boilers with regular use of water treatment chemicals and PH value testing kit and though proper functioning of water softening equipment etc.
 - c) To get clearance for 100% serviceability of steam boilers and its allied components from the Chief Boiler Inspector, Govt. of KPK, after annual servicing / any repairs each time.
28. A daily operation data record sheet two hourly basis shall be maintained (in duplicate) at the site by contractors and original shall be submitted daily to PIA representative. It shall indicate the following:-
 - a) ON / OFF timing and ambient temperature and vacuum record of absorption machines.
 - b) Incoming voltage and ampere on main electric panel.
 - c) Condenser water temperatures and pressures at inlet and outlet of absorption machines and amperage of condenser water pumps and cooling tower drive.
 - d) Chilled water temperatures and pressures inlet and outlet of absorption machines and amperage of chilled water pumps.
 - e) Water temperature and pressures at inlet and outlet of each air handling units and temperature at grill and amperage of AHU drive.
 - f) Performance record of steam boilers heat exchanger and water softener.
 - g) Record showing quantity / ratio of water treatment chemicals with time intervals and results of testing kit etc. and PH value of condenser water.
29. Due to any reasons, whatsoever, if the serviceability of the plants, equipments, systems and installation etc. shall decrease, a proportionate amount shall be deducted from the monthly bills of the contractors
 - a) A daily un-serviceability (area -wise) report showing the date, brief of repair required and target date of the equipment under breakdown shall be prepared (Duplicate) by 10:00 AM daily and submitted to the manager HVAC&R or his nominated representative on the same day
 - b) A daily operation date record sheet (two hourly basis) shall be maintained (in duplicate) at the site by the contractors and

original shall be submitted daily to PIA representative for the following:

- i. For the performance of all the Freezers and cold storage, Ice cube Machine, Filtering plants
 - ii. For the performance of Steam Boilers.
 - iii. For the performance of central chillers, Airconditioning system and various airconditioning units etc.
30. Three sets of proper uniform with contractors identification and designation identification and three sets of black shoes shall be provided by the contractors to each member of site staff, otherwise a penalty of Rs. 100/- (Rupees one hundred only) per day per defaulter will be deducted from the monthly bills of the contractors.
31. The contractor must submit a certificate alongwith their monthly operation bill duly certified by the concerned works officer (HVAC) that the salary paid by the contractor to its staff, is according to the wages as mentioned in the tender.
32. Manager HVAC&R or his nominated representative shall see from time to time that the above mentioned instructions terms and conditions are being strictly followed. In case of violation of any of these, Manager HVAC&R can terminate the contract through a written one-month notice and the firm will also be black-listed.
33. It shall be the sole responsibility of the contractor without any extra financial claim, to keep all the indicating devices, instruments, controls, safety devices (electronics, electrical and mechanical and hydraulic and pneumatic) employed on various equipments and systems, perfectly calibrated effectively functioning. In case any of this is found detected malfunctioning or inoperative or ineffective or missing a penalty of Rs. 1000/- (Rupees One thousand only) per day shall be deducted from the monthly bills of the contractors but beyond three days since the date of detection.
34. Any financial loss to PIA i.e. loss of raw material of production, loss or damages to the equipment owing to malfunctioning the equipment or indicating devices or delay beyond the stipulated period, in restoring the operation of the equipment by the contractor's staff, shall be deducted from the monthly bill or outstanding bills of the contractors.
35. A detailed list of all above shall be submitted to the Manager HVAC&R or his nominee at the time of Handing over / Taking Over. None availability of any of the above facilities at site at any time shall force PIA to penalizes the contractors @ of Rs. 1000/- Per day.
36. It shall be the sole responsibility of the contractors without any extra financial claim to PIA.
- a) To follow various maintenance schedules of the Hot water Geyser and their allied equipments and controls etc. to upkeep their efficiencies.
 - b) To ensure regular soft water supply to Geyser with regular use of water treatment chemicals and PH-value testing kit and through proper functioning of water softening equipment etc.

37. Staff daily attendance register shall be maintained at the site and shall be regularly checked & signed by HVAC Officer. Monthly original staff attendance sheet shall be submitted alongwith the operation/maintenance bills. In case of contractor's staff found absent from the duty/site the amount of absent period will be deducted from the bill of the contractor as per wages (category wise) mentioned by the contractor in clause 04 of Terms and Conditions of the tender.
38. The contractor is responsible for dismantling / re-installation of existing A/c unit from one place to other place (inclusive of installation new A/c Unit) by utilizing existing old materials. In case additional material is to be required, PIA will provide the same on approved TC schedule rates.
39. The contractors shall ensure that their site staff strictly maintain discipline at the PIA premises and strictly comply with the instructions issued from time to time by the Manager HVAC&R or his nominated representative The defaulters shall be penalized @ Rs. 5000/- for each case.
40. The contractor shall responsible to arrange security passes to their operational staff upon receipt of work order and if any type of amount for such requirement is to involved, the same will be paid by the contractor.

INVENTORY OF HVAC&R EQUIPMENTS INSTALLED AT
PESHWER STATION

INVENTORY OF HVAC&R EQUIPMENTS INSTALLED AT PESHWER STATION

PIA Booking Office

Reservation Hall (International)

<u>S. NO.</u>	<u>MAKE</u>	<u>Description</u>	<u>QTY & CAP</u>
1.	Daikin	Split	3 x 05 HP
2.	Pel	Split	1 x 2 TON
3.	Water Dispenser		1
4.	Water Cooler		1

Reservation Hall (Domestic)

5.	Pel	Split	2 x 2 TON
		ATE Room	5 x 3 TON

Reservation Hall (PFA)

6.	Pel	Split	1 x 2 TON
7.	Water Dispenser		1
		INS. Room	1 x 3 TON

Reservation (Class Room)

8.	Daikin	Split	1x 05 HP
9.	Water Dispenser		1
			1x 1.5 TON

Facilities Managements Division (Works Office)

10.	Waves	Window	1 x 1.5 TON
-----	-------	--------	-------------

Facilities Managements Division (A.C Plant)

1.	Daiya Plant	Daiya	15 HP
2.	Daiya Plant	Daiya	10 HP
3.	A.C Plant	Daikin	10 HP

Facilities Managements Division (Switch Room)

1.	Sabro	Split	1 x 2 TON
		Main Hall	6 x 4 TON

Motor Transport Office

2.	National	Window	1 x 1.5TON
----	----------	--------	------------

HR Office

3.	General	Window	1 x 1.5 TON
----	---------	--------	-------------

4.	National	Window	1 x 1.5 TON
----	----------	--------	-------------

5.	National	Window	1 x 1.5 TON
----	----------	--------	-------------

6.	Dawlance	Split	1 x 1TON
----	----------	-------	----------

7.	Dawlance	Split	1 x 1.5 TON
----	----------	-------	-------------

8.	Water Dispenser		1
----	-----------------	--	---

Legal Office

<u>1.</u>	Sabro	Split	1 x 1.5 TON
-----------	-------	-------	-------------

<u>2.</u>	Water dispenser		1
-----------	-----------------	--	---

IT Communication Officer

<u>1.</u>	Pel	Window	2 x 1.5 TON
-----------	-----	--------	-------------

<u>2.</u>	Sabr	Split	1 x 1.5 TON
-----------	------	-------	-------------

<u>3.</u>	Water dispenser		1
-----------	-----------------	--	---

Prayer Room

<u>1.</u>	General	Window	1 x 1.5 TON
-----------	---------	--------	-------------

District Manager KPK Office

<u>1.</u>	General	Window	1 x1.5 TON
-----------	---------	--------	------------

<u>2.</u>	Dawlance	Split	1 x1.5 TON
-----------	----------	-------	------------

<u>3.</u>	National	Window	1 x1.5 TON
-----------	----------	--------	------------

<u>4.</u>	National	Window	1 x1.5 TON
-----------	----------	--------	------------

<u>5.</u>	Philco	Fridge	1 x Large
-----------	--------	--------	-----------

Conference Room

<u>1.</u>	National	Window	2 x1.5 TON
-----------	----------	--------	------------

PSM Office

<u>1.</u>	National	Window	1 x1.5 TON
-----------	----------	--------	------------

<u>2.</u>	National	Window	1 x1.5 TON
-----------	----------	--------	------------

<u>3.</u>	Dawlance	Split	1 x1.5 TON
-----------	----------	-------	------------

<u>4.</u>	Dawlance	Split	1 x1.5 TON
-----------	----------	-------	------------

<u>5.</u>	Water Dispenser		1
-----------	-----------------	--	---

CSM Office

<u>1.</u>	Haier	Split	1 x 1 TON
-----------	-------	-------	-----------

Finance Office

<u>1.</u>	National	Window	1 x1.5 TON
-----------	----------	--------	------------

<u>2.</u>	Dawlance	Split	1 x1.5 TON
-----------	----------	-------	------------

<u>3.</u>	Dawlance	Split	2 x1.5 TON
-----------	----------	-------	------------

<u>4.</u>	Pel	Split	1 x1.5 TON
-----------	-----	-------	------------

<u>5.</u>	General	Window	1 x1.5 TON
-----------	---------	--------	------------

<u>6.</u>	Water Dispenser		1
-----------	-----------------	--	---

Canteen

<u>1.</u>	Sony	Water Cooler	1 x large
-----------	------	--------------	-----------

<u>2.</u>	Sabro	Split	2 x 1.5 TON
-----------	-------	-------	-------------

Madical Center

<u>1.</u>	National	Window	1 x1.5 TON
-----------	----------	--------	------------

<u>2.</u>	Haier	Split	1 x1.5 TON
-----------	-------	-------	------------

<u>3.</u>	Dawlance	Split	2 x1.5 TON
<u>4.</u>	Pel	Window	1 x1.5 TON
<u>5.</u>	Haier	Split	1 x1.5 TON
<u>6.</u>	General	Window	1 x1.5 TON
<u>7.</u>	Dawlance	Refrigerator	2 x Large
<u>8.</u>	Sunny	Water Cooler	1 x Small
<u>9.</u>	National	Window	1 x1.5 TON

Procurement & Logistic Store

<u>1.</u>	National	Window	1 x 2 TON
<u>2.</u>	Waterdispenser		1

Speedex

<u>1.</u>	General	Window	3 x1.5 TON
<u>2.</u>	Accsen	Split	1 x 2 TON
<u>3.</u>	Haier	Split	1 x 1TON

Flight Services Classroom

<u>1.</u>	General	Split	1 x 2 TON
<u>2.</u>	General	Window	1 x1.5 TON
<u>3.</u>	Water Dispenser		1

PTC Peshawer

<u>1.</u>	Pel	Split	3 x1.5 TON
<u>2.</u>	Pel	Split	1 x 2 TON
<u>3.</u>	Haier	Split	1 x 2 TON

CBA UNION OFFICE

<u>1.</u>	General	Window	1 x 1.5 TON
-----------	---------	--------	-------------

<u>2.</u>	Sharp	Window	1 x 1.5 TON
-----------	-------	--------	-------------

Security Gate

<u>1.</u>	Sharp	Window	1 x 1.5 TON
-----------	-------	--------	-------------

Bacha Khan International Airport

Service Counter

<u>1.</u>	Sabro	Split	1 x 2 TON
-----------	-------	-------	-----------

2.	Orient	Water Dispenser	1
----	--------	-----------------	---

Flight Services

1.	General	Window	1 x 1.5 TON
----	---------	--------	-------------

2.	Dawlance	Split	1 x 2 TON
----	----------	-------	-----------

3.	Sabro	Split	2 x 1.5 TON
----	-------	-------	-------------

4.	Water Dispenser		2
----	-----------------	--	---

Canteen

1.	Dawlance	Split	2 x 1.5 TON
----	----------	-------	-------------

2.	Sunny	Water cooler	1 x Large
----	-------	--------------	-----------

Engineering Section

1.	Sabro	Split	4 x 1.5 TON
----	-------	-------	-------------

2.	Water Dispenser		1 x small
----	-----------------	--	-----------

Catering Section

1.	National	Window	1 x 1.5 TON
----	----------	--------	-------------

2.	Inverter	Split	2 x 1 TON
----	----------	-------	-----------

3.	Candy	Deep freezer	1 x Large
----	-------	--------------	-----------

TGS

1.	General	Window	1 x 1.5 TON
2.	Pel	Window	1 x 1.5 TON
3.	Sharp	Window	1 x 1.5 TON
4.	National	Window	1 x 1.5 TON
5.	Sunny	Water Cooler	1 x Large

SM Secretariat

1.	Orient	Split	1 x 2 TON
2.	Dawlance	Split	1 x 1 TON
3.	Pel	Window	1 x 1.5 TON
4.	General	Window	1 x 1.5 TON
5.	General	Window	1 x 1.5 TON
6.	Sabro	Split	1 x 1.5 TON
7.	Pel	Refrigerator	1 x Small
8.	LG	Split	1 x 1 TON
9.	Water Dispenser		1

Cargo Services

1.	General	Window	3 x 1.5 TON
2.	National	Window	1 x 1.5 TON
3.	General	Window	3 x 1.5 TON
4.	Pel	Refrigerator	1 x Large
5.	Carrier	Window	1 x 1.5 TON

Security

1.	Super General	Split	1 x 1.5 TON
2.	Mitsubishi	Split	1 x 2 TON

IT Communication Office

1.	General	Window	1 x 1.5 TON
2.	Mitsubishi	Split	1 x 2 TON

Flight Operation

1.	General	Window	1 x 1.5 TON
----	---------	--------	-------------

Store

1.	National	Window	3 x 1.5 TON
2.	Phelco	Window	1 x 1.5 TON
3.	Water Dispenser		1

Baggage Office

1.	Dawlance	Split	1 x 1.5 TON
----	----------	-------	-------------

Female Staff Room

1.	LG	Split	1 x 1.5 TON
----	----	-------	-------------

Traffic

1.	LG	Split	1 x 1.5 TON
2.	National	Window	1 x 1.5 TON
3.	Water Dispenser		1

DRAFT AGREEMENT

AGREEMENT

This AGREEMENT made on this _____ between M/s Pakistan International Airlines Corporation, a Corporation organized existing and operating under Pakistan International Airlines Act, 1956 and having its Head Office at Karachi Airport, Karachi (hereinafter called "PIA") of the one part and M/S. _____ a Company having its office at _____ (Hereinafter called "The Contractor") of the other part.

WITNESSETH

WHEREAS Contractor has offered to PIA certain specified Technical Services such as Operation/Maintenance, repair and servicing and keeping in running order with 100% efficiency all HVAC System and equipment etc. installed at PIA Sales Office/ Airport area Peshawer in consideration of total sum of Rs. _____ per month in accordance with and upon terms and conditions including terms and conditions contained in work order No. _____, dated. _____ for the scope of work.

NOW THEREFORE, for and in consideration of covenants and conditions hereinafter set forth herein, the parties hereto, do hereby agree, as follows:

1. **PRICE**

In consideration of amount of Rs. _____ to be paid to the contractor on monthly basis by PIA after making all deduction(s) of due amount under law and / or this agreement upon production of duly signed-certified bill at the end of each month. The contractor shall undertake the complete maintenance, servicing, repairing and operation of operated equipment as defined in work order attached here to and made a part there of payment action will be undertaken on submission of bill duly certified by Manager HVAC&R or his nominee

2. **TERM OF THE AGREEMENT**

This Agreement shall for the period of one year and will be extendable for further period of two terms subject to the satisfactory performance and mutual consent.

3 FUNCTION OF THE CONTRACTOR

- 3.1 Subject to the terms and conditions of this agreement, the contractor agrees that he shall perform functions of servicing repairing and maintenance in respect of the system / equipment.
- 3.2 The contractor will achieve optimum performance of the system / equipments through correct operation, proper maintenance / servicing and in time repairs to avoid interruption to work.
- 3.3 In case any equipment or a part thereof is required to be removed from the system for the purpose of repair, approval in writing shall be obtained by the contractor from PIA's Manager HVAC&R or his nominee.

- 3.3 (a) Contractor shall not carry out any modification or alteration to the existing system / equipment of the plant equipment, fitting and fixtures handled by him in discharging its obligations under this agreement unless the contractor has been asked to do so in writing by the General Manager (Facilities Management) or any other person so authorized by him.
- 3.3 (b) The contractor shall be liable to carry out all modification and alterations to the existing equipment system to the plant, fitting and fixtures handled by him in discharging its obligations under this agreement upon written request to General Manager (Facilities Management) or any other person authorized by him for the same within mutually agreed time. Provided total contract price remains un-altered even if the quantum of work may be increased due to such modification or alterations.
- 3.4 Notwithstanding anything contained in the Agreement it is agreed and understood that the maintenance, servicing and repairs shall be carried out by the contractor in accordance with maintenance schedule provided by the PIA and procedures recommended by the Manufacturers in their maintenance / operating manual.
The contractor shall also replace all part(s) materials at its own expenses which are damaged due to its or its employees carelessness / poor workmanship.
- 3.5 Requirement of spare parts pertaining to the systems / equipments shall be intimated to PIA and PIA shall provide all such spare if considered justified by PIA.
- 3.6 (a) The contractor shall maintain record of work performed on each machine / equipment. A separate file shall be kept for each equipment or this purpose. Work record shall be handed over to General Manager (Facilities Management) or his nominee on demand.
- (b) The contractor shall also maintain log book for system operated by him indicating hours run, inspection, maintenance and repair carried out.
- 3.7 All the repairs / replacement and rectification of the defects and malfunctioning of the equipment must be attended in time. Plants, equipments and components etc. must be restored to their normal but efficient and productive functioning within ten days or the stipulated target, whichever is less beyond which a penalty of Rs. 1000/- (Rupees One Thousand only) per day shall be deducted from contractor monthly bills or from any outstanding dues. In case of delay beyond ten days from the stipulated target, PIA shall get the said works / repairs completed at the risk and cost of the contractors from any other party and in-addition to deduction of penalty of Rs. 1000/- (Rupees One Thousand Only) per day till restoration of normal productive operation of the equipment. Moreover any operational requirement pertain to sensitive equipments installed in the conditioned space is to be suffered and incase the contractor is failed to rectify the same within 3 days time period, the said repair work will also be carried out by the other party but on the risk and cost of operation / maintenance contractor. In view of the above, the contractors shall keep sufficient stock of all the related materials at site with detailed information of these to the Manager HVAC&R or his nominated representative in order to meet emergencies etc. promptly.
- 3.8 Engineers and other staff of required trades shall be made available by the contractor at his own cost immediately. On occurrence of major fault / breakdown the work will remained continue till the fault is removed and the system is restored serviceable.
- 3.9 The PIA shall provide following facilities for smooth functioning in order to achieve the optimum results from the services which are as under:
- (a) Site workshop with electricity.
 - (b) Water supply subject to availability.
 - (c) Intercom telephone facility for complaint calls only.

4. TOOLS EQUIPMENTS AND MATERIALS

The contractor shall provide to his employees all tools / material and other equipment required for carrying out maintenance and repair services under this Agreement. General Manager (Facilities Management) or his nominee may ask contractor to show these tools / material for inspection from time to time.

5. SECURITY DEPOSIT

Security deposit equivalent to 10% shall be deductible from the each monthly bill of the contractor in lieu of, recover any amount in case the contractor fails to comply with any provision of this agreement OR any tear / wear, loss, damage caused by the contractor OR contrary to any obligation of the agreement will be adjusted accordingly. However the same will be refundable on completion after one year maintenance period of contract agreement successfully.

6. DAMAGE TO PERSON AND PROPERTY, INSURANCE / GUARANTEES

The Contractor shall undertake and agreed that in the performance of its contractual obligations, under this agreement, he will comply with all the applicable laws of the country, and rules pertaining to the payment of wages allowance, insurance of employees and workers, their medical attention, gratuity, grant of annual / sick and casual leave and other rights, facilities and benefits to which its employees and workers are entitled to. And it is expressly agreed and understood by the contractors and PIA that all the responsibility of its employees / worker in this regard, or to itself are assumed by the contractor and the grant of any such right, facility or benefit to its employees and workers at any time, whether under any levy OR otherwise shall be entirely borne by contractors at its own cost.

6.1 The Contractors shall be solely liable for any of its employees by acts or omission in contravention of law PIA shall not be liable for any offence act or omissions. If any legal proceedings are initiated not against PIA for any act all the cost (including incidental and the consequential costs) shall be borne by the contractor and PIA shall have a right to recover this cost from any due amount of contract.

6.2 If any levy required upon one or both the parties to register this Agreement pursuant to such law, the entire cost of such registration shall be borne by the contractor

6.3 The contractor will not correspond with or approach any other directly, whether the staff of PIA or otherwise except the General Manager (Facilities Management) or his nominee regarding any matter arising from this Agreement, The contractor may carry on correspondence with appropriate / relevant officials of the user department.

6.4 The contractor shall ensure that all its employees meet the general and technical qualifications

6.5 All employees of the contractor while on duty in the premises of PIA shall strictly maintain discipline and proper behavior among themselves and with PIA personnel.

6.6 Any employee of the contractor if found committing misconduct or breach of discipline, the contractor shall be responsible for his act and must be quite within 24 hrs and replaced the same.

6.7 All the employees of the contractor while on duty shall wear distinctive uniform of standard practice and color with PIAC monogram at the back.

6.8 The contractor shall be responsible for any injury / causality sustained by its employee(s) in discharging their contractual obligations under this agreement. PIA shall not accept any liability for the such claims.

- 6.9** The contractor will accept all responsibility for the settlement of claims, resulting from death OR any injury caused due to its employees / workers / officers, agents or any third person in relation to this agreement shall not hold any indemnity against all such claims.
- 6.10** All Notice, Requests and Demands given to or made upon the parties shall be in writing and posted all through registered mail or confirmatory telex, at the addresses set forth below.

CONTRACTOR

- 6.11** PIA has the right to raise objection on incompetent staff of the contractor. Such staff should be removed within 24 hours on receiving such objection replacement should be provided within 48 hours. If no substitute provided in place of that one person, an amount agreed in the work order at the discretion of General Manager (Facilities Management). Shall be deducted from contractor's monthly bills.
- 6.12** Contractor shall submit monthly report / summary of work done of the previous month atleast on 10TH of each month. In case any unit remains non-operational due to the default of the contractor or its employees the contractor shall be liable for payment of fine up to an amount of Rs.1,000/- per day OR at the discretion of General Manager (Facilities Management).
- 6.13** The contractors shall personally visit the sites on daily basis OR otherwise shall be available on telephone in case of problem.
- 6.14** In case the contract is terminated due to in-contravention of the agreement clause / obligation the existing contractor will remained continue to work one month till new contractor has not taken work charge. All the default amount will be deducted from his outstanding dues .
- 6.15** In case of delay in completion of (HVAC) works as per provision of work orders, terms and conditions, the contractor will liable to pay liquidated damages of Rs.1000/- (Rupees one thousand only) per day.
- 6.16** The parties hereby mutually agreed that during the validity of this agreement or any extension therein Agreement escalation charges shall be payable by the Corporation to the contractor under this agreement and contractors agrees and undertake that it shall not ledge with the Corporation any claims on this account for any reason what so ever

7. INDEMNITY

The Contractor undertake and agrees to indemnify and hold harmless PIA, its officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this agreement whether due to performance / non performance of any service (s) under this agreement by the contractor, its employees or its agents or otherwise.

8. WARRANTY

8.1 All material / items used and services provided under this agreement shall be free from defects.

8.2 If contractor not used / performed proper material and services as per clause # 2 of the Terms & Conditions of the Tender PIA should have right to deduct the cost of each item / services from their bills OR from the security deposit.

8.3 Contractor shall be liable to pay all the losses / damages caused due to using non-standard material and services alongwith penalties as imposed by the General Manager (Facilities Management) which will be atleast 1% of the contractor annual bills.

9. AUTHORITY OF PERSON SIGNING CONTRACT AND DOCUMENT(S)

Person signing this agreement or any other documents forming part of this agreement on behalf of the contractor shall be deemed to warrant that he has authority to do so from the contractor and if on enquiry, it is revealed that the person so signing had no authority to do so, PIA may without prejudice to other legal rights / remedies cancel the contract without notice and hold the signatory liable for all cost and damages.

10. FORCE MAJURE

Except as provided under this agreement neither party shall be liable for any failure or delay in the performance of their obligations due to any cause beyond its reasonable control including without limitation, fire, act of public enemy, war rebellion, insurgency of, accident, act of God, and act of state.

11. The contractor shall not sublet, transfer or assign this agreement to any other party without the prior written permission of PIA.

12. GOVERNING LAWS & DISPUTE RESOLUTION

- i. This agreement shall be governed under the Laws of Pakistan.
- ii. Should any dispute arise between the parties regarding interpretation of this agreement, or any matter arising out of this agreement, such dispute shall be resolved through arbitration.
- iii. The arbitration shall be conducted in accordance with arbitration act of 1940.
- iv. The suit of the arbitration shall be at Karachi.
- v. The parties submit to the exclusive jurisdiction of the courts at Karachi.

13. SCHEDULE

For all items and purposes, the schedules annexed herewith shall form an integral part of this agreement and the contract shall be bound to fulfill all the terms and condition stipulated therein any deviation from the terms and conditions incorporated in annexed schedules or other part of the agreement shall be deemed to be violation of this agreement on the part of the contractor.

14. RECOVERIES

When any amount is recoverable from the contractor due to any of his fault under this or any other Agreement. PIA shall be entitled to deduct any such amount from the pending bills of the contractor, whether due in respect of this or any other Agreement and / or from any other due amount of the contractor lying with PIA and the contractor will have no objection on receipt of the same.

- a) An amount equivalent to 10% of the contractor's monthly certified bills shall be with held by the corporation as security deposit. This retention as per provision of the work order.
- b) M/s. _____ here by agree, and under taking that it shall be paid salary to its staff / employees during 1st week of every month irrespective of their bills cleared or not by the corporation (PIA)

15. WAIVER

The failure of either party at any time to require the performance by the other of any of the terms and provisions here of shall in no way effect the right of that party thereafter to enforce the same nor shall the waiver by either party or breach of any of the terms or provision hereof taken or held to be waiver of any succeeding breach of any such terms of provision itself.

16. INSOLVENCY AND BREACH OF CONTRACT

Should contractor be adjudicated insolvent or made to enter into any agreement for composition with the creditors or be wound up earlier compulsory or voluntarily or commit any breach of the agreement not herein specifically provided. PIA shall have the right to declare the agreement terminated forthwith in which case the contractor shall be liable to the confiscation of its any deposit amount and pay PIA for any extra expenses which it might incur but it shall not be entitled to any gain or compensation from PIA.

GENERAL CONDITIONS

17. THE COST OF CONTRACT WHATSOEVER SHALL BE INCLUSIVE OF THE FOLLOWING MATERIALS AND SERVICES ETC.

- a) All type of refrigerants, nitrogen, oxygen, acetylene gases, all lubricants and compressor, oils etc. All types of driers and expansion valves and capillaries and gear box oil, etc.
- b) Dusters, cotton waste, linen pieces, kerosene oil, petrol and other solvent for cleaning and washing purpose and various descaling chemicals for descaling of interiors, exteriors of the various HVAC&R equipments etc.
- c) All types of ball bearings and roller bearings, pedestal bearings, bushes, packing rings all kinds of packing, flexible couplings, gaskets, oil seals, V-belts, nuts, bolts, washers, screws, fan blades, blowers foundation bolts and nuts etc. thermostat, selector switch, PVC connection for water cooler.
- d) Thermo pore, thermo flex, glass wool insulation cotton cloth and adhesives foam filters involved in piping and duct insulation etc. paints & red oxide etc.
- e) Repairing of all kinds of solenoid coils, electronic circuits / plate, relays, overloads starters, transformers, circuit breakers, thermostat and various electric controls upto 25 Amp capacity, capacitor, holders, two pin and three pin plug. All type of fuses / screw type and pin type holders related with HVAC equipments.
- f) Rewinding / repair of electric motor replacement of ball bearing / bushes etc. upto 7.5 HP and repair / replacement / rewinding etc. of all type of compressor upto 5 Ton capacity.
- g) All type petty welding and fabrication works related to all the equipments, installation and systems etc.
- h) Labour charges and transportation, lifting / re-fixing charges for all purposes of the contract.

18. All the plants and equipments shall be operated / maintained / serviced and repaired by technically qualified, trained and experienced staff strictly as specified above for which clearance / approval of Manager HVAC&R or his nominated representative shall must be obtain prior to taking-over the site claiming the monthly bills.

19. A staff attendance register shall be daily maintained at the site and shall be regularly and daily checked and signed by PIA Officer and the same original attendance sheet shall be submitted alongwith the bills as document. In case of casual absent of any of the contractual staff, the following category wise deductions shall be made from the monthly bill of the contractor.

Site Engineer	Rs. 1,333/- per day
Site Supervisor	Rs. 1,000/- per day
Mechanic cum Electrician, Boiler Attendant, Plumber & General Electrician	Rs. 833/- per day
A/c Operator, Skilled Labour & Reliever	Rs. 667/- per day

20. The contractor shall ensure that their site staff strictly maintain discipline at PIA premises and strictly comply with the instructions issued from time to time by the Manager HVAC&R or his nominated representative. The defaulters shall be terminated immediately.

21. In case, any equipment or part or component thereof is required it be removed from the system for repairs / replacement or modification, the contractor must obtain prior approval in writing from the Manager HVAC & R or his nominated representative, explaining reasons for such requirements.
22. The contractor shall be bound to provide to their staff at site their own risk and cost, all the related tools, testing equipments, kits, materials decaling sets and effective decaling materials, welding sets, high vacuum pumping sets, gas charging plants, all kind of refrigerant (R-22, R-134, R-410a, R-12 and R-502) and nitrogen/oxygen/acetylene gases etc. necessary to expedite operation, servicing reasons for such requirements.
23. PIA shall not pay for the material involved in such repairs which shall occur due to neglectful operation / maintenance and servicing of the equipment by the contractor's staff.
24. It shall be the sole responsibility of the contractors without any extra financial claim, to keep all the indicating devices, instruments, controls, safety devices (electronics, electrical, mechanical, hydraulic and pneumatic employed on various equipments and systems perfectly. Malfunctioning or inoperative or ineffective or missing a plenty of Rs.500/- (Rupees Five Hundred only) per day shall be deducted from the monthly bill of the contractor but beyond three days since the date of detection.
25. All the repairs / replacement and rectification of the defects and malfunctioning of the equipment must be attended in time. Plants, equipments and components etc. must be restored to their normal but efficient and productive functioning within ten days or the stipulated target, whichever is less beyond which a penalty of Rs. 1000/- (Rupees One Thousand only) per day shall be deducted from contractor monthly bills or from any outstanding dues. In case of delay beyond ten days from the stipulated target, PIA shall get the said works / repairs completed at the risk and cost of the contractors from any other party and in-addition to deduction of penalty of Rs. 1000/- (Rupees One Thousand Only) per day till restoration of normal productive operation of the equipment. Moreover any operational requirement pertain to sensitive equipments installed in the conditioned space is to be suffered and incase the contractor is failed to rectify the same within 3 days time period, the said repair work will also be carried out by the other party but on the risk and cost of operation / maintenance contractor.
In view of the above, the contractors shall keep sufficient stock of all the related materials at site with detailed information of these to the Manager HVAC&R or his nominated representative in order to meet emergencies etc. promptly.
26. Spare parts, other than mentioned in Clause 2 of above and not as a result of neglectful operation by the contractor's staff shall be supplied by PIA to the contractor on demand for replacement. In case the same is not available with PIA the contractor shall be asked by PIA to provide the same without delay on extra payment i.e. actual cost of the items inclusive of GST plus 10% handling charges.
27. The contractors must maintain temperature record sheet indicating ON / OFF/ timing, volts, amperes and temperatures (grill and room) of the all airconditioning plants installed in various areas duly countersigned by users and the same is to be submitted to Manager HVAC&R or his nominated representative on daily basis. A logbook shall also be maintained at the site indicating the daily service condition and daily / weekly checkup / maintenance / servicing information of all the airconditioning plants.
28. All gazetted holidays are inclusive and no extra claim shall be entertained for operation / maintenance works on official holidays if required. One day weekly off may be allowed to workers as per labour law in such a way that operation should not suffer.

29. None of them contractual staff shall taken away from site without prior approval of the Manager HVAC&R or his nominated representative. Each contractual staff must carry or display on their shoulders / chest contractor's identification while on duty. The defaulter shall be terminated and the contractors shall be penalized @ Rs. 100/- (Rupees One Hundred only) per day, defaulter to be deducted from contractors monthly bills.
30. The contractor who shall be awarded the contract shall have to execute an Agreement on non-judicial stamp paper with PIA.
31. The bidder must inspect the site before quoting the rates, PIA have the right to reject any bid with unrealistic rates or unworkable rates without assigning any reasons.
32. The bidder must furnish alongwith bid the breakup of their quote as under. If the breakup is not mentioned the bid shall be considered as INCOMPLETE BID.

Total Wages Rs.____/-

Cost of Material Rs.____/-

Govt. Tax Rs.____/-

Profit Rs.____/-

33. 10% of the total amount of monthly bill will be kept as security deposit for a period of 12 months for guarantee period and shall be refundable at the end of maintenance period, if the work is entirely found satisfactory.
34. The contractor shall personally visit the equipments at least trice a week and shall be available on telephone at site in case of problem.
35. In order to achieve comfortable temperatures within the areas at 07:00 hours the contractors must depute their operating staff to start operation of the airconditioning system at least one hour earlier i.e. 06:00 hours.
36. To get clearance for 100% serviceability of steam boilers and its allied components from the Chief Boiler Inspector, Govt. of KPK, after annual servicing / any repairs each time.
37. The minimum wages to be paid by the contractor to its staff, shall not less than Rs. 20,000/- per month.
38. Any time to time addition of HVAC equipment in the existing inventory.
39. The said contract can be extendable for further period of two terms with mutual consents if found satisfactory.
40. The contractor shall bound to pay the salary to its staff atleast for three months during the first week of each month irrespective of their bills, either cleared or not by the corporation (PIA).

- 41.** It shall be the sole responsibility of the contractors without any extra financial claim to PIA.
- a) To follow various maintenance schedules of the steam boilers and their allied equipments and controls etc. to upkeep their efficiencies
 - b) To ensure regular soft water supply to boilers with regular use of water treatment chemicals and PH value testing kit and though proper functioning of water softening equipment etc.
 - c) To get clearance for 100% serviceability of steam boilers and its allied components from the Chief Boiler Inspector, Govt. of KPK, after annual servicing / any repairs each time.
- 42.** A daily operation data record sheet two hourly basis shall be maintained (in duplicate) at the site by contractors and original shall be submitted daily to PIA representative. It shall indicate the following:-
- a) ON / OFF timing and ambient temperature and vacuum record of absorption machines.
 - b) Incoming voltage and ampere on main electric panel.
 - c) Condenser water temperatures and pressures at inlet and outlet of absorption machines and amperage of condenser water pumps and cooling tower drive.
 - d) Chilled water temperatures and pressures inlet and outlet of absorption machines and amperage of chilled water pumps.
 - e) Water temperature and pressures at inlet and outlet of each air handling units and temperature at grill and amperage of AHU drive.
 - f) Performance record of steam boilers heat exchanger and water softener.
 - g) Record showing quantity / ratio of water treatment chemicals with time intervals and results of testing kit etc. and PH value of condenser water.
- 43.** Due to any reasons, whatsoever, if the serviceability of the plants, equipments, systems and installation etc. shall decrease, a proportionate amount shall be deducted from the monthly bills of the contractors
- a) A daily un-serviceability (area -wise) report showing the date, brief of repair required and target date of the equipment under breakdown shall be prepared (Duplicate) by 10:00 AM daily and submitted to the manager HVAC&R or his nominated representative on the same day
 - b) A daily operation date record sheet (two hourly basis) shall be maintained (in duplicate) at the site by the contractors and original shall be submitted daily to PIA representative for the following:
 - i. For the performance of all the Freezers and cold storage, Ice cube Machine, Filtering plants
 - ii. For the performance of Steam Boilers.
 - iii. For the performance of central chillers, Airconditioning system and various airconditioning units etc.
- 44.** Three sets of proper uniform with contractors identification and Design identification and three sets of black shoes shall be provided by the contractors to each member of site staff, otherwise a penalty of Rs. 100/- (Rupees one hundred only) per day per defaulter will be deducted from the monthly bills of the contractors.

45. The contractor must submit a certificate alongwith their monthly operation bill duly certified by the concerned works officer (HVAC) that the salary paid by the contractor to its staff, is according to the wages as mentioned in the tender.
46. Manager HVAC&R or his nominated representative shall see from time to time that the above mentioned instructions terms and conditions are being strictly followed. In case of violation of any of these, Manager HVAC&R can terminate the contract through a written one-month notice and the firm will also be black-listed.
47. Any financial loss to PIA i.e. loss of raw material of production, loss or damages to the equipment owing to malfunctioning the equipment or indicating devices or delay beyond the stipulated period, in restoring the operation of the equipment by the contractor's staff, shall be deducted from the monthly bill or outstanding bills of the contractors.
48. A detailed list of all above shall be submitted to the Manager HVAC&R or his reputable at the time of Handing over / Taking Over. None availability of any of the above facilities at site at any time shall force PIA to penalizes the contractors @ of Rs. 1000/- Per day.
49. It shall be the sole responsibility of the contractors without any extra financial claim to PIA.
- a) To follow various maintenance schedules of the Hot water Geyser and their allied equipments and controls etc. to upkeep their efficiencies.
- b) To ensure regular soft water supply to Geyser with regular use of water treatment chemicals and PH-value testing kit and through proper functioning of water softening equipment etc.
50. Staff daily attendance register shall be maintained at the site and shall be regularly checked & signed by HVAC Officer. Monthly original staff attendance sheet shall be submitted alongwith the operation/maintenance bills. In case of contractor's staff found absent from the duty/site the amount of absent period will be deducted from the bill of the contractor as per wages (category wise) mentioned by the contractor in clause 04 of Terms and Conditions of the tender.
51. The contractors shall ensure that their site staff strictly maintain discipline at the PIA premises and strictly comply with the instructions issued from time to time by the Manager HVAC&R or his nominated representative The defaulters shall be penalized @ Rs. 5000/- for each case.
52. The contractor is responsible for dismantling / re-installation of existing A/c unit from one place to other place (inclusive of installation new A/c Unit) by utilizing existing old materials. In case additional material is to be required, PIA will provide the same on approved TC schedule rates.
53. The contractor shall responsible to arrange security passes to their operational staff upon receipt of work order and if any type of amount for such requirement is to involved, the same will be paid by the contractor
54. **NO BROCKER**
It is understood and agreed that no Broker(s) Agent(s) have participated in bringing the parties together or in the negotiations preparation of this agreement and contractor hereby warrants that price of the subject matter of this agreement thereof has not being enhanced or increased to accommodate directly and / or indirectly any commission or fee to any person or entity whom so ever. Contractor agrees to indemnify and hold harmless PIA from and against all claims, demands, liabilities, damages, losses and judgments

which may be suffered by, accrued against, charged to or are recoverable from PIA and which arises out of contractor's action(s) or negotiation(s) with or in respect of Broker(s), Agent(s).

Not with standing anything contained hereinabove, in the event that any future date it is established that such commission and / or fees of any kind have been made by contractor to any broker (s) or agent (s) or persons or entities whatsoever, such a sum shall be refundable immediately to PIA without prejudice to any other rights or remedies of PIA.

55. INTEGRITY PACT

DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS / CONTRACTORS OF GOODS, SERVICES & WORKS

_____ [the Seller/Supplier/Contractor] hereby declares its intention not to

obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Seller/Supplier/Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Seller/Supplier/Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

56. TERMINATION OF THE AGREEMENT

Without prejudice to any other available right / remedies, PIA shall have the right to terminate this agreement at its opinion for any reason specifically provided herein under or other ways in case of any breach of this agreement by the contractor notwithstanding anything contained in this agreement each party shall have the right to terminate this agreement without assigning any reason or cause thereof upon 30 days written notice to the other party through registered post and / or confirmatory facsimile.

PIA shall be entitled to terminate this agreement forth with at any time upon serving notice in the event of misconduct either on the part of the contractor or its employee (s).

The termination shall be without prejudice to the accrued rights and liabilities of either party prior to termination.

IN WITNESS WHEREOF the parties hereunto set their hands on the day, months and the year mention hereinabove.

FOR AND ON BEHALF OF CONTRACTOR

FOR AND BEHALF OF PIA

NAME: _____

DESIGNATION: _____

SEAL: _____

WITNESSES

WITNESSES

1. _____

1. _____

2. _____

2. _____

UNDERTAKING TO EXECUTE CONTRACT

PIA Karachi

Subject: **UNDERTAKING TO EXECUTE CONTRACT**

Dear Sir,

1. We / I, the undersigned tenderer do here by confirm, agree and undertake to do following in the event our / my tender for _____, is approved and accepted.
2. That we / I will enter into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledged and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIA to do so.
3. That all expenses in connection with the preparation and execution of the contract including stamp duty will be boned by us / me.
4. That we / I shall deposit with PIA the amount of security as specified in the contract which shall continue to be held by PIA until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of Seven days specified by PIA the Earnest Money held by PIA shall stand forfeited and we / I shall not question the same.

Tenderer's Signature _____

Name in Full _____

Designation _____

Address: _____

Phone / Fax No. _____

C.N.I.C No. _____

Seal _____

Date _____