



Peshawar High Court, Peshawar

## **BIDDING DOCUMENTS**

FOR OPERATION / MAINTENANCE OF  
HVAC SYSTEM INSTALLED AT PESHAWAR HIGH  
COURT, PESHAWAR



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**Tender Notice**

**HIRING OF SERVICES FOR ROUND THE YEAR OPERATION/MAINTENANCE OF HVAC SYSTEM INSTALLED AT PESHAWAR HIGH COURT, PESHAWAR**

Peshawar High Court, Peshawar intends to invite tenders for hiring of services from HVAC firms / Companies, registered with Pakistan Engineering Council and KPPRA and having vast experience to provide operation, maintenance, repair and overhauling / servicing (routine & annually) with optimum performance and efficiencies.

Sealed Tenders are invited from firms registered with income tax/ sales tax departments and other relevant organizations on “**Single Stage Two Envelopes**” procedure “Financial & Technical Proposals separately” should be in two different envelopes marked as “Technical” and “Financial” properly. Tender form and complete TORs can be downloaded from [www.peshawarhighcourt.gov.pk](http://www.peshawarhighcourt.gov.pk)

Bidders are required to submit Pay Order of Rs.2000/- as tender cost (Non-Refundable) in favour of Registrar, Peshawar High Court, Peshawar, along with ‘Technical Proposal’ and 2% of total bid value as Earnest Money in shape of pay order alongwith ‘Financial Proposal’.

Prospective bidders are requested to submit their sealed proposals to Registrar Peshawar High Court, Peshawar either personally or by post on or before 01-06-2022 at 11:00 am which will be opened the same day in the presence of the Bidders. Pre-Bid meeting will be held on 20<sup>th</sup> May 2022 at 11:00 am in the Conference Room of Peshawar High Court.

**INAMULLAH KHAN**  
Registrar Peshawar High Court,  
Peshawar



## **SCOPE OF BID**



**INVITATION OF TECHNICAL AND FINANCIAL PROPOSALS (SINGLE STAGE TWO-ENVELOPES) FOR THE CONTRACT OF ROUND THE YEAR OPERATION/MAINTENANCE OF HVAC SYSTEM INSTALLED AT PESHAWAR HIGH COURT, PESHAWAR**

PESHAWAR HIGH COURT, PESHAWAR intends to hire services of HVAC firms / Companies having vast experience to provide operation, maintenance, repair services (routinely & annually) overhauling skillfully by up keeping equipment with optimum performance, efficiencies and 100% serviceability of HVAC System installed in Peshawar High Court, Peshawar, 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 firms / Companies with vast experience for round-the-year operation/maintenance of HVAC System of this Court, for a period of 03- years 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, web site etc.
- Details of workshop facility along with pickup van
- List of Operation / Maintenance contracts completed / in hand, confirming experience supported by work Order / satisfactory Completion Certificate of contracts from the clients. Firms must have at least one contract costing not below Rs.2.00 millions per annum completed during the last five years.
- List of Engineers / Technical staff presently on payroll and their qualifications and experience along with 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 along with bank statements of the last three years.
- Details of enlistment with Government, Semi Govt. and other Organizations / Corporations.
- Affidavit to the effect that the firm was not blacklisted 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, PGST etc.
- Tender documents can be obtained from the office of AR(Management) Peshawar High Court, Peshawar during office hours on payment of tender cost of Rs. 2000/- (non-refundable) in shape of pay order in favour of Registrar, Peshawar High Court, Peshawar.
- Technical and financial proposals, sealed separately, enclosed in one envelope should reach the office of Registrar, Peshawar High Court, Peshawar by 12:30 hr on 25.03.2022, positively. The technical proposals will be opened on the same date in presence of the bidders.
- Incomplete Technical and Financial Proposals will not be considered

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



**SUBMISSION OF TENDER**



**SUBMISSION OF TENDER**

1. The registered firms are required to submit their technical and financial proposals, sealed separately, enclosed in one envelope, to the Registrar Peshawar High Court, Peshawar by 11.00 am on 01-06-2022 either personally or by post. Tenders will be opened the same day in the presence of tenderers.
2. Tenders received after the stipulated date & time shall not be considered.

**EARNEST MONEY**

The tender should be accompanied by earnest money equal to 2% of the total amount of the bid in the shape of pay order, in favour of Peshawar High Court, Peshawar. 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 the total bid amount.
- c) Undertaking on a non-judicial stamp paper worth Rs. 100/- or above, duly signed and stamped by a Public Notary / Oath Commissioner.
- d) Validity of tender prices must be for 90 days.

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

Authorized Signatory 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 or Partner etc. or their attorney in case of firm registered under Partnership Act.
- e) The tender must indicate whether the firm / company / organization is registered anywhere, if so, the registration number.



**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 Peshawar High Court, Peshawar. However, if GST is applicable, the same should be shown separately.
- 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 the tender.
- c) The price mentioned in the tender will be treated as firm and final till the completion of work orders/contract.
- d) Offers must be valid for 90 days.

**ACCEPTANCE OF TENDER**

The Peshawar High Court, Peshawar do not pledge themselves to accept the lowest tender having reserved the right to accept or reject any or all the tenders / 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 tenders should be submitted sealed separately but enclosed in one envelope.

Each bid shall comprise a single package containing two sealed envelopes having, financial and technical proposals.

All bids shall be opened and evaluated in the manner as prescribed in the bidding document.

**DURATION OF CONTRACT**

Contract will be awarded for a period of three years, extendable for a further term subject to satisfactory performance and mutual consent.





## TECHNICAL EVALUATION CRITERIA



## TECHNICAL EVALUATION CRITERIA

Total marks –100

Qualifying marks – 75

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

### **Particulars of the Company**

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

- 1. Year of establishment of the firm/Company along with the certificate of incorporation, 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 years and above	10	

- 2. Workshop, Tools & Plants and Vehicle Facility.**

**(Marks Allocated – 15)**

I	Workshop	05	
ii	Vehicle (model should not be older than 5 years)	05	
iii	List of Tools and Plants	05	

- 3. Operation / Maintenance contracts of HVAC System, Executed / In hand (under one roof) along with satisfactory completion certificate from Client as one contract, cost not below Rs.2.00 million per year.**

**(Marks Allocated –20)**

I	01 - 02 Years	05	
ii	03 - 04 Years	10	
iii	05 Years and above	15	

**Manufacturer's Certification: The bidder should furnish proof of equipment manufacturer's authorization to provide maintenance services for the installed equipment. (05 Marks)**



**4. List of Engineers / Technical staff, their qualification and experience along with documentary proof, presently available on payroll (Providing 150 Staff)**

(Marks Allocated – 10)

I	70-80	02	
ii	81-100	04	
iii	101-140	06	
iv	150 and above	10	

**5. Valid registration certificate with Pakistan Engineering Council in the field of specialization code (ME01 / ME06) having category C5 or above.**

(Marks Allocated – 05)

I	C5	02	
Ii	C4	03	
iii	C3	05	

**6. Litigation History of the Firm.**

(Marks Allocated – 05)

I	No Litigation. (at Present)	05	
ii	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 (Attach audited income tax statement/balance sheet / receipts of tax challans.**

(Marks Allocated – 10)

I	Income Tax paid under Rs.3.0 million per Year.	03	
ii	4 – 5 million per year	05	
iii	6 – 8 million	07	
Iv	9 million and above	10	



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

**(Marks Allocated – 10)**

I	Annual turnover of Rs.12.0 million and above (A Class)	10	
ii	Annual turnover of Rs.5.0 to 11.0 million (B Class)	7.5	
ii	Annual turnover up to Rs.5.0 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. 25 million- (required bank statement)	03	

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

**9. Valid Registration Certificate in respect of GST, PGST + Income Tax etc.**

**(Marks Allocated – 05)**

I	Yes	05	
ii	No	0	

Payment of tender cost of Rs. 2,000/- each (non refundable) in the shape of pay order in favour of Peshawar High Court, Peshawar.

**STAFF**

The Contractor shall ensure availability of the following staff with qualification and experience against each and the client reserves the right to verify the same:

	<b>Operation &amp; Maintenance ENGINEER</b> B.E (Mechanical Engineering) with 4-5 years' experience.	01 (On call)	Documents submitted		Meeting requirement	
			Yes	No	Yes	No
	<b>SITE SUPERVISOR</b> Three-year Diploma of Associate Engineering (Mechanical) or B-Tech with 6 years' experience in absorption chiller operations and mechanical/electrical maintenance.	01				
	<b>Technician</b> Training Certificate from a vocational institute in the relevant field with 3 years' site experience of O & M of HVAC.	01				
	<b>Electrician</b> Training Certificate from a vocational institute in the relevant field with 3 years' experience of O&M of HVAC	01				



<b>OPERATOR</b> Training Certificate from a vocational institute in the relevant field with 3 years' experience of O&M of HVAC	01				
<b>HELPERS</b>	2				
<b>Total Staff</b>	07				

All the 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 bidders must furnish along with the bids 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.	/- )
Total Bid Price for three Years	(Rs.	/- )

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

i. If the breakup is not included, the Bid shall be considered as incomplete

ii. Installation charges shall not be included while quoting bid of material/  
equipment that are mentioned in Material/Equipment Schedule.

iii. Contractor shall be paid lumpsum cost of materials, either on monthly basis or as suits the PHC.



**OPERATION / MAINTENANCE OF HVAC SYSTEM INSTALLED AT  
PESHAWAR HIGH COURT, PESHAWAR**

To operate / maintain, service (routine & annual) and repair, skillfully and expeditiously, with competent staff (specified below) by up-keeping, equipment's optimum performance efficiencies with 100% serviceability of the installed HVAC System, so as to establish and maintain comfortable environmental conditions, i.e. 24°C within the conditioned areas as mentioned below:-

**DUTY TIMINGS**

**GENERAL SHIFT** From 08:00 hrs to 15:00 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.

	QTY	UNIT	RATE	AMOUNT
<b>O &amp; M Engineer (On call)</b>	01 No.			
<b>Supervisor</b>	01 No.			
<b>Technician</b>	01 No.			
<b>Electrician</b>	01 No.			
<b>Operator</b>	01 No.			
<b>Helpers</b>	02 Nos.			
<b>Sub Total</b>	07 Nos.			



**TERMS AND CONDITIONS OF THE TENDER**





**TERMS AND CONDITIONS**

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 HVAC system and up-keeping its performance efficiencies and 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 system etc. decreases, 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) Dusters, cotton waste, linen pieces, kerosene oil, petrol and other solvent for cleaning and washing purposes and various descaling chemicals for descaling of interiors, exteriors of the various HVAC equipments etc.
  - b) All types of gaskets, oil seals, nuts, bolts, washers, screws, blowers foundation bolts and nuts, gear box oil, ball bearings, roller bearing, adhesives, jumbolan insulation, threaded rod, aluminium foil tape, duct tape, canvas cloth, UPVC pipes and fittings, GI, CI, MS fittings of smaller dial upto 2” i/d, paints, red oxide etc.
  - c) Repairing of all kinds of solenoid coils, electronic circuits / plate, relays, various electric controls etc up to 25 Amp capacity circuit breakers, capacitor, holders, two pin and three pin plug etc. All type of fuses / screw type and pin type holders related with HVAC equipments of price range below RS 2000/-.
  - d) Repair (except rewinding) of electric motor replacement of ball bearing / bushes etc. upto 7.5 HP and repair (except rewinding) of compressor upto 5 tons capacity.
  - e) Any material required for O&M that does not fall in the list, but its price falls below RS 950/-, shall be arranged by the Contractor without extra payment. Cost of such items including extra labour charges shall be inclusive of the bid and will not be claimed separately.
  - f) The Contractor shall quote rates of major material/equipment mentioned in material/equipment schedule costing more than Rs. 2000/- as per schedule at Annexure- I, along with the financial bid.
  - g) All type petty welding and fabrication works related to all the equipment, installation, systems etc.
  - h) Civil repair works related to HVAC including any other utilities damaged during maintenance of HVAC, dismantling and fixing of false ceiling etc. shall be on the part of Contractor.
3. The Contractor shall be bound to:
  - a. Provide the services as per Annexure-II for operations and maintenance of HVAC system of Peshawar High Court.
  - b. Ensure maintenance of HVAC system in accordance with the laid down standards, codes and regulations as directed by Peshawar High Court.
  - c. Ensure that the scope of operation and maintenance shall be strictly in adherence to the guidelines and recommendations of OEMs (Original Equipment Manufacturer) as illustrated in the product operation and maintenance manuals, applicable engineering standards and other sources of dissemination.
  - d. Perform his duties as per manufacturer’s recommendations, PHC Rules/Regulations/Orders and Instructions issued from time to time.
  - e. Increase or decrease the number of personnel as may be determined by Peshawar High Court in its sole discretion, as and when required in writing by Peshawar High Court,
  - f. Ensure economical consumption of material and space. All efforts shall be made to repair old parts for



their reuse. Parts should only be replaced when they cannot satisfactorily be repaired for reuse.

- g. Hand over defective parts to AR (Management). The Contractor shall maintain a register to record new parts taken over and defective parts handed over to Peshawar High Court by taking confirmatory signature from AR, Management.
4. All the plants and equipment shall be operated / maintained / serviced and repaired by technically qualified, trained and experienced staff strictly as specified above for which clearance / approval of the Registrar Peshawar High Court, Peshawar shall be obtained from AR (Management) Peshawar High Court, Peshawar.
5. A staff attendance register shall be maintained at the site and shall be regularly checked and signed by AR(Management) Peshawar High Court, Peshawar and the same original attendance sheet shall be submitted along with the bills as a document. In case of absence of any contractual per day per person salary shall be deducted from the monthly bill of the Contractor. In case of emergent leave, the Contractor must arrange replacement of the staff on leave and also notify it to the client.
6. The Contractor shall ensure that the site staff strictly maintain discipline at Peshawar High Court, Peshawar premises and strictly comply with the instructions issued from time to time by the Registrar Peshawar High Court, Peshawar. The defaulters shall be terminated immediately.
7. In case, any equipment or part or component thereof is required to be removed from the system for repairs / replacement or modification, the Contractor must obtain prior approval in writing from Registrar Peshawar High Court, Peshawar, explaining reasons for such requirement.
8. The Contractor shall be bound to provide to the staff at site, at his own risk and cost, all the related tools, testing equipments, kits, materials descaling sets and effective descaling materials, welding sets, high vacuum pumping sets, gas charging plants, and all kinds of refrigerant, nitrogen/oxygen/acetylene gases etc. necessary to expedite operation and servicing. Capacity of nitrogen/oxygen/acetylene gases tanks must not exceed 6kg for safety reasons.
9. Peshawar High Court, Peshawar 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.
10. It shall be the responsibility of the Contractor to safeguard the government property against any damage.
11. If the Contractor compromises quality and the client discovers it at later stages, the client holds the authority to reverse the work and instruct rework without any extra payment or impose penalty or arrange recovery as per contract agreement.
12. 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, mechanical, hydraulic and pneumatic employed on various equipment and systems perfectly. In case of malfunctioning, ineffectiveness, non-operation or loss of any of the equipment, a penalty of Rs.1000/- (Rupees one thousand only) per day shall be deducted from the monthly bill of the Contractor after three days of the date of detection.
13. All the repairs / replacement and rectification of the defects and malfunctioning of the equipment must be attended in time. Plants, equipment and components etc. must be restored to their normal, efficient and productive functioning within three days, whichever is less, beyond which a penalty of Rs. 1000/- (Rupees One Thousand only) per day shall be deducted from the Contractor's monthly bills or from any outstanding dues. In case of delay beyond three days, Peshawar High Court, Peshawar shall get the said works / repairs completed, at the risk and cost of the Contractor, from any other party and, in addition to deduction, a penalty of Rs. 1000/- (Rupees One Thousand Only) per day shall be imposed till restoration of normal



productive operation of the equipment. Moreover, if any operational requirement pertaining to sensitive equipment installed in the conditioned space suffers, and the Contractor fails to rectify the same within 3 days, the said repair work will also be carried out by the other party but at the risk and cost of the O & M Contractor.

In view of the above, the Contractor shall keep sufficient stock of all the related materials at the site with detailed information of these to the Registrar Peshawar High Court, Peshawar in order to meet emergencies etc. promptly.

14. Spare parts, other than mentioned in Clause 2 (Annexure-I), but not as a result of neglectful operation by the Contractor's staff, shall be supplied by the Peshawar High Court, Peshawar to the Contractor, on demand, for replacement. In case the same is not available with the Peshawar High Court, Peshawar, the Contractor shall be asked by the Court to provide the same without delay on payment i.e. actual cost of the items inclusive of GST plus and 10 % of the total handling charges. However, installation of such equipment shall be on the Contractor's part.
15. The replacement/equipment/spare parts, if to be supplied by the Contractor, prior approval of the client is compulsory either in writing or by approval of Technical Submittal.
16. The Contractor must maintain temperature record sheet indicating ON / OFF/ timing, volts, amperes and temperatures (grill and room) of all the air conditioning plants installed in various areas, duly signed by site supervisor and the same is to be submitted to Registrar Peshawar High Court, Peshawar 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 air conditioning plants.
17. 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.
18. None of the contractual staff shall be taken away from the site without prior approval of the Registrar Peshawar High Court, Peshawar. Each contractual staff must carry or display on their shoulders / chest Contractor's identification while on duty. The defaulter shall be terminated and the Contractor shall be penalized @ Rs. 500/- (Rupees Five Hundred only) per day, to be deducted from the Contractor's monthly bills.
19. The Contractor who shall be awarded the contract shall have to execute an Agreement on non-judicial stamp paper with Peshawar High Court, Peshawar.
20. The bidder must inspect the site before quoting the rates. The Peshawar High Court will have the right to reject any bid with unrealistic rates or unworkable rates by assigning any reason.
21. The bidder must furnish, along with the bid, the breakup of the quote as under. If the breakup is not mentioned, the bid shall be considered as INCOMPLETE BID.

<b>Total Wages</b>	
<b>Cost of</b>	
<b>Material</b>	Rs.____/-
<b>Govt. Tax</b>	Rs.____/-
<b>Profit</b>	Rs.____/-
	Rs.____/-

22. 8% of the total amount of monthly bill will be kept as security deposit for the guarantee period of 12



months and shall be refundable at the end of maintenance period, if the work is found entirely satisfactory.

23. The Contractor shall personally visit the equipment at least thrice a week and shall be available on telephone at the site in case of any problem.
24. In order to achieve comfortable temperatures within the area at 08:00 hours, the Contractor must depute his operating staff to start operation of the HVAC system at least one hour earlier i.e. 07:00 hours.
25. The minimum wages to be paid by the Contractor to his staff, shall not be less than the minimum wages specified by the Govt.
26. The Contractor shall, if so required, make time- to- time addition of HVAC equipment in the existing inventory and maintain the same.
27. The said contract can be extendable for further period, with mutual consent, if found satisfactory.
28. The Contractor shall be bound to pay salary to his staff at least for three months during the first week of each month irrespective of their bills, either cleared or not, by the (Peshawar High Court, Peshawar).
29. It shall be the sole responsibility of the Contractor, without any extra financial claim from the Peshawar High Court,
  - a) to follow various maintenance schedules of the HVAC and their allied equipment, controls etc. to upkeep their efficiencies
  - b) to ensure regular soft water supply to the system with regular use of water treatment chemicals and PH value testing kit and through proper functioning of water softening equipment etc.
30. A daily operation data record sheet on two hourly basis shall be maintained (in duplicate) at Peshawar High Court, Peshawar by the Contractor(s) and original shall be submitted daily to Peshawar High Court, Peshawar. It shall indicate the following:-
  - a) ON / OFF timings, 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 Chillers, 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.
31. Due to any reasons, whatsoever, if the serviceability of the plants, equipment, systems, installation etc. decreases, a proportionate amount shall be deducted from the monthly bills of the Contractors.
32. 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 Registrar Peshawar High Court, Peshawar on the same day.
33. Three sets of proper uniform with Contractor's identification and designation identification and three sets of black shoes shall be provided by the Contractor to each member of the 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.

34. The Contractor must submit a certificate along with the monthly operation bill duly certified by the concerned works officer (HVAC) that the salary paid by the Contractor to the staff, is according to the wages as mentioned in the tender.
35. Registrar Peshawar High Court, Peshawar shall see from time to time that the above-mentioned instructions, and terms and conditions are being strictly followed. In case of violation of any of these, the Registrar can terminate the contract through a written one-month notice and the firm will also be blacklisted.
36. Any financial loss to Peshawar High Court, Peshawar i.e. loss or damage to the equipment owing to malfunctioning of 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 Contractor.
37. The Contractor undertakes/warrants and represents that at all time;
  - a. It has the requisite power and authority to enter into and perform this agreement.
  - b. It shall carry out the services with reasonable care and skill.
  - c. It holds valid licence and authority (as required) o carry out the services.
  - d. It shall employ competent, young, medically fit resource to carry out the services.
  - e. All persons engaged by the Contractor to carry out the services are its employees and have no criminal record.
  - f. It shall perform services using all reasonable skill, care and diligence in accordance with good industry practices and shall ensure that its employees have the skill and expertise required to carry out the services to the standards and timing required by the Peshawar High Court.
  - g. The Contractor or its employees will manage the transportation to and from the premises of the Peshawar High Court and will be of no obligation to Peshawar High Court.
  - h. The Contractor shall not act in a way which is prejudicial to the interest of Peshawar High Court.
  - i. The Contractor and it employees shall obey all lawful and reasonable directions of the Peshawar High Court.
  - j. Any breach by the Contract of this clause (Contractor's Warranties) constitutes a material breach of the contract. Peshawar High Court shall be entitled to require Service Provider to;
    - i. Remedy the breach at its costs.
    - ii. Pay for it to be remedied or
    - iii. Repay to all amount already paid for the defective Services.
38. Any loss or damage to the equipment or building of the Peshawar High Court, Peshawar owing to O&M of HVAC system by the Contractor's staff, shall be deducted from the monthly bill or outstanding bills of the Contractor.
39. A detailed list of all the above shall be submitted to the Registrar Peshawar High Court, Peshawar at the time of Handing over / Taking Over. Non availability of any of the above facilities at the site at any time shall force the Peshawar High Court, Peshawar to penalize the Contractor @ of Rs. 1000/- Per day.



40. 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 along with the operation/maintenance bills. In case, the Contractor's staff are found absent from the duty/site, the amount of absence 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.
41. The Contractor shall be responsible for dismantling / re-installation of existing A/c unit from one place to another (inclusive of installation new A/c Unit) by utilizing existing old materials. In case, additional material is required, Peshawar High Court, Peshawar will provide the same or shall ask the Contractor to provide. If PHC asks the Contractor for such arrangement, he shall follow the clause 12.
42. The Contractor shall ensure that the site staff strictly maintain discipline at the Peshawar High Court, Peshawar premises and strictly comply with the instructions issued from time to time by the Registrar Peshawar High Court, Peshawar. The defaulters shall be penalized @ Rs. 5000/- for each case.
43. The Contractor shall be responsible to arrange security passes to the operational staff upon receipt of work order and if any type of amount for such requirement is involved, the same will be paid by the Contractor.
44. Except with the consent in writing of Peshawar high Court, the Contractor shall keep strictly confidential and not make use of any confidential information supplied by Peshawar High Court other than to perform this contract, and shall impose the same obligations on its employees and other third parties.
45. The Contractor shall perform work in accordance with the plumbing, electrical, building, fire and safety codes of the Govt.
46. The Contractor shall ensure that the HVAC equipment meets the energy performance requirement of ASHRAE-90.1 Energy Efficient Design of the building.
47. The Contractor shall ensure that burner operation meets the requirement for exhaust gases and temperature of the applicable authorities having jurisdiction.



**HVAC SYSTEM AT PESHAWAR HIGH COURT PESHAWAR**

**(INVENTORY)**

S#	DESCRIPTION	QTY	UNIT	MANUFACTURER	MODEL NUMBERS	CAPACITIES	REMARKS
1	Chillers	3	Nos	Hitachi, Japan	HAU-CGN400EXSD	350 TR	2+1 (Standby)
2	Cooling towers	3	Nos	Martey, China	NC8405T2N-1	1540 USGPM	2+1 (Standby)
3	Air Handling Units	13	Nos	Mcquay, Malaysia			
4	Fan Coil Units	299	Nos	Mcquay, Malaysia			
5	Chilled Water Pumps	3	Nos	KSB	M100-250M11	840 USGPM, 245FT	2+1 (Standby)
6	Codenser water Pumps	3	Nos	KSB	M100-250M11	1540 USGPM, 155FT	2+1 (Standby)
7	Oil Pumps	2	Nos	KSB			1+1 (Standby)
8	Air Separator	1	Nos	Grand	AS-08-F	1900 USGPM	
9	Expansion Tank	1	Nos	Grand	PS-180	180 Gallons	
10	Mian Storage Tank with Complete Accessories	1	Nos	Steam masters			
11	Day tank with complete accessories	1	Nos	Steam masters			
12	Motor control center (MMC-1)	1	Nos	JEI			
13	Appratus control panels (ACPs)	12	Nos	JEI			
14	HVAC Control & BMS System	1	Nos	Schnieder			
15	MS Pipe	23000	Rft	Econosto			Dia ¾ to Dia 12+
16	GI Pipe	9000	Rft				Dia ¾ to Dia 3+
17	Duct Work	81000	Sft				Swh 20,22,24,26



**DRAFT AGREEMENT**





**AGREEMENT**

This AGREEMENT made on this \_\_\_\_\_ between Peshawar High Court, Peshawar through Registrar (hereinafter called “Peshawar High Court, Peshawar”) of the one part and M/S. \_\_\_\_\_ a Company having its office at \_\_\_\_\_ (Hereinafter called “The Contractor”) of the other part.

**WITNESSETH**

WHEREAS the Contractor has offered to Peshawar High Court, Peshawar, certain specified Technical Services such as Operation/Maintenance, repair and servicing and keeping in running order with 100% efficiency all HVAC System, equipment etc. installed at Peshawar High Court, Peshawar, Building 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 Peshawar High Court, Peshawar, 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 complete maintenance, servicing, repairing and operation of equipment as defined in the work order attached hereto and made a part thereof. Payment action will be undertaken on submission of bill duly certified by the Registrar, Peshawar High Court, Peshawar.

2. **TERM OF THE AGREEMENT**

This Agreement shall be for a period of three years and extendable for a further period subject to 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 / equipment 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 the Registrar Peshawar High Court, Peshawar.
- 3.3 (a) The Contractor shall not carry out any modification or alteration to the existing system / equipment of the plant equipment, fittings and fixtures handled by him in discharging his obligations under this agreement unless the Contractor has been asked to do so in writing by the Registrar, Peshawar High Court, Peshawar.



- 3.3 (b) The Contractor shall be liable to carry out all modifications and alterations to the existing system/equipment of the plant, fittings and fixtures handled by him in discharging his obligations under this agreement upon written request to the Registrar, Peshawar High Court, Peshawar for the same within mutually agreed time, provided the total contract price remains un-altered even if the quantum of work may increase due to such modifications 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 Peshawar High Court, Peshawar and procedures recommended by the Manufacturers in their maintenance / operating manual. The Contractor shall also replace all part(s)/materials, at his own expense, which are damaged due to his or his employees' carelessness / poor workmanship.
- 3.5 Requirement of spare parts pertaining to the system/equipment shall be intimated to Peshawar High Court, Peshawar and Peshawar High Court, Peshawar shall provide all such spare parts, if considered justified by Peshawar High Court, Peshawar.
- 3.6 (a) The Contractor shall maintain record of work performed on each machine/equipment. A separate file shall be kept for each equipment for this purpose. Work record shall be handed over to the Registrar, Peshawar High Court, Peshawar.
- (b) The Contractor shall also maintain log book for the system operated by him indicating hours run, inspection, maintenance and repairs carried out.
- 3.7 All the repairs / replacements and rectification of defects and malfunctioning of the equipment must be attended in time. Plants, equipment, components etc. must be restored to their normal but efficient and productive functioning within three days after which a penalty of Rs. 1000/- (Rupees One Thousand only) per day shall be deducted from the Contractor's monthly bills or from any outstanding dues. In case of delay beyond three days from the stipulated target, Peshawar High Court, Peshawar 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, if any operational requirement pertaining to sensitive equipment installed in the conditioned space suffers and the Contractor fails to rectify the same within 3 days, the said repair work will also be carried out by the other party but at the risk and cost of operation / maintenance Contractor. In view of the above, the Contractor shall keep sufficient stock of all the related materials at the site with detailed information of these to the Registrar Peshawar High Court, Peshawar 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 continue till the fault is removed and the system is restored serviceable.
- 3.9 The Peshawar High Court, Peshawar shall provide the following facilities for smooth functioning in order to achieve 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, EQUIPMENT AND MATERIALS**

The Contractor shall provide to his employees all tools/materials and other equipment required for carrying out maintenance and repair services under this Agreement. Registrar Peshawar High Court, Peshawar may ask the Contractor to show these tools / materials for inspection from time to time.



**5. DAMAGE TO PERSON AND PROPERTY, INSURANCE / GUARANTEES**

The Contractor shall undertake that in the performance of his 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 attendance, gratuity, grant of annual/sick and casual leave and other rights, facilities and benefits to which his employees and workers are entitled. And it is expressly agreed and understood by the Contractor and Peshawar High Court, Peshawar that all the responsibility of his employees /workers in this regard, or to himself are assumed by the Contractor and the grant of any such right, facility or benefit to his employees and workers at any time, whether under any levy OR otherwise shall be entirely borne by the Contractor at its own cost.

**5.1** The Contractor shall be solely liable for any of his employees' acts or omissions in contravention of law while Peshawar High Court, Peshawar shall not be liable for any such act or omissions.

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

**5.3** The Contractor will not correspond with or approach anyone except Registrar, Peshawar High Court, Peshawar or his nominee regarding any matter arising from this Agreement.

**5.4** The Contractor shall ensure that all his employees meet the general and technical qualifications.

**5.5** All employees of the Contractor while on duty in the premises of Peshawar High Court, Peshawar shall strictly maintain discipline and exhibit proper behavior.

**5.6** Any employee of the Contractor, if found committing misconduct or breach of discipline, the Contractor shall be responsible for his act and replace him immediately.

**5.7** All the employees of the Contractor while on duty shall wear distinctive uniform of standard practice and color.

**5.8** The Contractor shall be responsible for any injury / causality sustained by his employee(s) in discharging their contractual obligations under this agreement. Peshawar High Court, Peshawar shall not accept any liability for such claims.

**5.9** The Contractor will accept entire responsibility for the settlement of claims resulting from death OR any injury caused to his employees / workers / officers/agents or any third person in relation to this agreement and shall not hold any indemnity against all such claims.

**5.10** All Notices, Requests and Demands given to or made upon the parties shall be in writing and posted through registered mail or confirmatory telex at the addresses set forth below.

**6. CONTRACTOR**

**6.1** Peshawar High Court, Peshawar has the right to raise objection on incompetent staff of the Contractor. Such staff shall be removed immediately on receiving such objection while replacement shall be provided within 24 hours. If no substitute is provided, an amount agreed in the work order at the discretion of Registrar Peshawar High Court, Peshawar shall be deducted from the Contractor's monthly bills.

**6.2** The Contractor shall submit monthly report / summary of work done on 10<sup>th</sup> of the following month. In case any unit remains non-operational due to the default of the Contractor or his employees, the Contractor shall be liable for payment of fine up to an amount of Rs.2,000/- per day OR at the discretion of Registrar, Peshawar High Court, Peshawar.

**6.3** In case the contract is terminated due to contravention of any clause / obligation of the agreement, the Contractor will continue to work for one month or till the new Contractor has not taken work charge whichever is earlier. The entire defaulted amount will be deducted from his outstanding dues.



6.4 In case of delay in completion of (HVAC) work as per provision of work order, terms and conditions, the Contractor will be liable to pay liquidated damages of Rs.1000/- (Rupees one thousand only) per day.

6.5 The parties hereby mutually agree that during the validity of this agreement or any extension thereof, escalation charges shall be payable by the Peshawar High Court to the Contractor under this agreement and the Contractor agrees and undertakes that he shall not ledge with them any claims on this account for any reason whatsoever.

**7. INDEMNITY**

The Contractor undertakes and agrees to indemnify and hold harmless Peshawar High Court, Peshawar, 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 under this agreement by the Contractor, his employees or agents or otherwise.

**8. WARRANTY**

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

8.2 If the Contractor does not use/ perform proper materials and services as per clause # 2 of the Terms & Conditions of the Tender, Peshawar High Court, Peshawar shall have the right to deduct the cost of each item / services from his bills OR from the security deposit.

8.3 The Contractor shall be liable to pay all the losses / damages caused due to using sub-standard materials and services along with penalties as imposed by the Registrar Peshawar High Court, Peshawar which will be at least 1% of the Contractor's annual bills.

8.4 The Contractor undertakes/warrants and represents that at all time;

- a. It has the requisite power and authority to enter into and perform this agreement.
- b. It shall carry out the services with reasonable care and skill.
- c. It holds valid licence and authority (as required) o carry out the services.
- d. It shall employ competent, young, medically fit resource to carry out the services.
- e. All persons engaged by the Contractor to carry out the services are its employees and have no criminal record.
- f. It shall perform services using all reasonable skill, care and diligence in accordance with good industry practices and shall ensure that its employees have the skill and expertise required to carry out the services to the standards and timing required by the Peshawar High Court.
- g. The Contractor or its employees will manage the transportation to and from the premises of the Peshawar High Court and will be of no obligation to Peshawar High Court.
- h. The Contractor shall not act in a way which is prejudicial to the interest of Peshawar High Court.
- i. The Contractor and his employees shall obey all lawful and reasonable directions of the Peshawar High Court.
- j. Any breach by the Contract of this clause (Contractor's Warranties) constitutes a material breach of the contract. Peshawar High Court shall be entitled to require Service Provider to:
  - i. Remedy the breach at its costs.
  - ii. Pay for it to be remedied or
  - iii. Repay to all amount already paid for the defective Services.

**9. CONFIDENTIALITY**

Except with the consent in writing of Peshawar high Court, the Contractor shall keep strictly confidential and not make use of any confidential information supplied by Peshawar High Court other than to perform this contract, and shall impose the same obligations on its employees and other third parties.





**10. QUALITY ASSURANCE**

- 10.1 The Contractor shall perform work in accordance with the plumbing, electrical, building, fire and safety codes of the Govt.
- 10.2 The Contractor shall ensure that the HVAC equipment meets the energy performance requirement of ASHRAE-90.1 Energy Efficient Design of the building.
- 10.3 The Contractor shall ensure that burner operation meets the requirement for exhaust gases and temperature of the applicable authorities having jurisdiction.

**11. 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, Peshawar High Court, Peshawar may without prejudice to other legal rights / remedies cancel the contract without notice and hold the signatory liable for all costs and damages.

**12. FORCE MAJEURE**

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 their reasonable control including limitation, fire, act of public enemy, war, rebellion, insurgency, accident, act of God, and act of state.

13. The Contractor shall not sublet, transfer or assign this agreement to any other party without the prior written permission of Peshawar High Court, Peshawar.

**14. 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 Peshawar.
- v. The parties submit to the exclusive jurisdiction of the courts at Peshawar.

**15. SCHEDULE**

For all items and purposes, the schedules annexed herewith shall form an integral part of this agreement and the Contractor shall be bound to fulfill all the terms and conditions 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. However, if an item is compulsory but not mentioned in schedule, Contractor shall notify PHC prior to placing the order.

**16. RECOVERIES**

When any amount is recoverable from the Contractor due to any of his fault under this or any other Agreement or as felt justified to PHC. Peshawar High Court, Peshawar 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 Peshawar High Court, Peshawar and the Contractor will have no objection to the same.

- a) M/s. \_\_\_\_\_ hereby agree, and undertake that he shall pay salary to his staff / employees during 1<sup>st</sup> week of every month irrespective of their bills cleared or not by the Peshawar High Court, Peshawar.



**17. WAIVER**

The failure of either party at any time to require performance by the other of any of the terms and provisions hereof shall in no way affect 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.

**18. INSOLVENCY AND BREACH OF CONTRACT**

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

**19. GENERAL CONDITIONS**

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 HVAC system 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 system etc. decreases, a proportionate amount shall be deducted from the monthly bill of the Contractor.

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

- i. 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 equipment etc.
- ii. All types of gaskets, oil seals, nuts, bolts, washers, screws, blowers foundation bolts and nuts, canvas cloth, duct tape, aluminum foil tape, threaded rods, gear box oil, GI sheet (26,24,22 gauge) adhesives, jumbolan insulation, UPVC pipes and fittings, GI, CI, MS fittings of smaller dia upto 2" i/d, paints & red oxide etc.
- iii. Repairing of all kinds of solenoid coils, electronic circuits / plate, relays, circuit breakers, and various electric controls up to 25 Amp capacity of price range below RS 950/-, capacitor, holders, two pin and three pin plug. All type of fuses / screw type and pin type holders related with HVAC equipment.
- iv. Repair (except rewinding) of electric motor replacement of ball bearing / bushes etc. upto 7.5 HP and repair (except rewinding) of compressor upto 5 tons capacity.
- v. Any material required for O&M that does not fall in the list, however its price falls below RS 950/- shall be arranged by the Contractor without extra payment. Cost of such items including extra labour charges shall be inclusive of the bid and will not be claimed separately.
- vi. The Contractor shall submit rate list of major material costing more than Rs. 950/- as per schedule at Annexure- I, along with the financial bid.
- vii. All type petty welding and fabrication works related to all the equipment, installation and systems etc.
- viii. Labour charges and transportation, lifting / re-fixing charges for all purposes of the contract



for materials mentioned in clause 2 and its sub clauses.

- ix. Civil repair work related to HVAC and dismantling and fixing of false ceiling shall be on the part of Contractor.

**21. SERVICES TO BE PROVIDED**

- 21.1 The Contractor shall provide the services as per Annexure-II for operations and maintenance of HVAC system of Peshawar High Court.
- 21.2 The Contractor shall ensure maintenance of HVAC system in accordance with the laid down standards, codes and regulations as directed by Peshawar High Court.
- 21.3 The scope of operation and maintenance shall be strictly in adherence to the guidelines and recommendations of OEMs (Original Equipment Manufacturer) as illustrated in the product operation and maintenance manuals, applicable engineering standards and other sources of dissemination.
- 21.4 The Contractor shall perform their duties as per manufacturer's recommendations, PHC Rules/Regulations/Orders and Instructions issued from time to time.
- 21.5 As and when required in writing by Peshawar High Court, the Contractor shall increase or decrease the number of personnel as may be determined by Peshawar High Court in its sole discretion.
- 21.6 The Contractor shall ensure economical consumption of material and space. All efforts shall be made to repair old parts for their reuse. Parts should only be replaced when they cannot satisfactorily be repaired for reuse.
- 21.7 The Contractor shall hand over defective parts to AR, Management. The Contractor shall maintain a register to record new parts taken over and defective parts handed over to the Peshawar High Court by taking confirmatory signature from AR, Management.
22. All the plants and equipment shall be operated / maintained / serviced and repaired by technically qualified, trained and experienced staff strictly as specified above for which clearance / approval of the Registrar Peshawar High Court, Peshawar shall be obtained from AR (Management) Peshawar High Court, Peshawar.
23. A staff attendance register shall be maintained at site and shall be regularly checked and signed by AR(Management) Peshawar High Court, Peshawar and the same original attendance sheet shall be submitted along with the bills as document. In case of absence of any contractual staff, Rs.500/- per person shall be deducted from the monthly bill of the Contractor. In case of emergency leave, the Contractor must arrange replacement of the staff on leave and also notify it to the client.
24. The Contractor shall ensure that his site staff strictly maintain discipline at Peshawar High Court, Peshawar premises and strictly comply with the instructions issued from time to time by the Registrar Peshawar High Court, Peshawar. The defaulters shall be terminated immediately.
25. In case, any equipment or part or component thereof is required to be removed from the system for repairs / replacement or modification, the Contractor must obtain prior approval in writing from Registrar Peshawar High Court, Peshawar, explaining reasons for such requirements.
26. The Contractor shall be bound to provide to his staff at site, at his own risk and cost, all the related tools, testing equipment, kits, materials decaling sets and effective decaling materials, welding sets, high vacuum pumping sets, gas charging plants, and nitrogen/oxygen/acetylene gases etc. necessary to expedite operation, servicing reasons for such requirements.
27. Peshawar High Court, Peshawar 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.
28. If the maintenance is delayed due to electricity shut down, breakdown from WAPDA or management, low voltage, high voltage, load shedding of gas, and non-availability of water supply, the Contractor shall not be held responsible, however it is the responsibility of the Contractor to safeguard the government property against any damage.



29. If the Contractor compromises the quality and the client discovers it at later stages, the client holds the authority to reverse the work and instruct rework without any extra payment or impose penalty or arrange recovery as per contract agreement.
30. 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, mechanical, hydraulic and pneumatic employed on various equipment and systems perfectly in order. In case of malfunctioning or inoperation or ineffectiveness or missing of any, a penalty of Rs.1000/- (Rupees one thousand only) per day shall be deducted from the monthly bill of the Contractor after three days from the date of detection.
31. All the repairs / replacement and rectification of the defects and malfunctioning of the equipment must be attended in time. Plants, equipment and components etc. must be restored to their normal but efficient and productive functioning within three days, beyond which a penalty of Rs. 1000/- (Rupees One Thousand only) per day shall be deducted from the Contractor's monthly bills or from any outstanding dues. In case of delay beyond three days from the stipulated target, Peshawar High Court, Peshawar shall get the said works / repairs completed at the risk and cost of the Contractor from any other party and in-addition to deduction of the penalty of Rs. 1000/- (Rupees One Thousand Only) per day till restoration of normal productive operation of the equipment. Moreover, if any operational requirement pertaining to sensitive equipment installed in the conditioned space suffers and the Contractor is fails to rectify the same within 3 days, the said repair work will also be carried out by the other party but at the risk and cost of the Contractor.

In view of the above, the Contractor shall keep sufficient stock of all the related materials at the site with detailed information of these to the Registrar Peshawar High Court, Peshawar in order to meet emergencies etc. promptly.

32. Spare parts, other than mentioned in Clause 2 (Annexure-I) but not as a result of neglectful operation by the Contractor's staff shall be supplied by Peshawar High Court, Peshawar, to the Contractor on demand for replacement. In case the same is not available with the Peshawar High Court, Peshawar, the Contractor to provide the same without delay on extra payment i.e. actual cost of the items inclusive of GST plus and 10% handling charges. However, installation of such equipment shall be on the Contractor's part.
33. The replacement/equipment/spare parts, if to be supplied by the Contractor, prior approval of the client is compulsory either in written or by approval of Technical Submittal.
34. The Contractor must maintain temperature record sheet indicating ON / OFF/ timings, volts, amperes and temperatures (grill and room) of all the air conditioning plants installed in various areas duly countersigned by users and the same is to be submitted to Registrar Peshawar High Court, Peshawar 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 air conditioning plants.
35. 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 does not suffer.
36. None of the contractual staff shall be taken away from the site without prior approval of the Registrar Peshawar High Court, Peshawar. Each contractual staff must carry or display on their shoulders / chest Contractor's identification while on duty. The defaulter shall be terminated and the Contractor shall be penalized @ Rs. 100/- (Rupees One Hundred only) per day, per defaulter, to be deducted from the Contractor's monthly bills.
37. The Contractor who shall be awarded the contract shall have to execute an Agreement on non-judicial stamp paper with Peshawar High Court, Peshawar.
38. The bidder must inspect the site before quoting the rates, Peshawar High Court, Peshawar have the right to reject any bid with unrealistic rates or unworkable rates by assigning reasons.





39. 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.

<b>Total Wages</b>	
<b>Cost of Material</b>	s.____/-
<b>Govt. Tax</b>	₹.____/-
<b>Profit</b>	₹.____/-
	_____/-

40. 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 found entirely satisfactory.
41. The Contractor shall personally visit the equipment at least thrice a week and shall be available on telephone at the site in case of any problem.
42. In order to achieve comfortable temperatures within the areas at 08:00 hours the Contractor must depute his operating staff to start operation of the HVAC system at least one hour earlier i.e. 07:00 hours.
43. To get clearance for 100% serviceability of steam boilers and their allied components from the Chief Boiler Inspector, Govt. of Khyber Pakhtunkhwa, after annual servicing / any repairs, each time.
44. The minimum wages to be paid by the Contractor to his staff, shall not be less than the minimum wage specified by the Govt.
45. The Contractor shall, if so required, make time- to- time addition of HVAC equipment in the existing inventory and maintain the same.
46. The said contract can be extendable for further period with mutual consent, if found satisfactory.
47. The Contractor shall be bound to pay salary to his staff, at least for three months, during the first week of each month irrespective of their bills, either cleared or not by the (Peshawar High Court, Peshawar).
48. It shall be the sole responsibility of the Contractor without any extra financial claim to Peshawar High Court, Peshawar.
- To follow various maintenance schedules of the HVAC equipment and controls etc. to upkeep their efficiencies
  - To ensure regular soft water supply to boilers with regular use of water treatment chemicals and PH value testing kit and through proper functioning of water softening equipment etc.
  - To get clearance for 100% serviceability of steam boilers and their allied components from the Chief Boiler Inspector, Govt. of Khyber Pakhtunkhwa, after annual servicing / any repairs, each time.
49. A daily operation data record sheet on two hourly basis shall be maintained (in duplicate) at Peshawar High Court, Peshawar by the Contractor and original shall be submitted daily to Peshawar High Court, Peshawar. It shall indicate the following:-
- ON / OFF timings 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 pressure 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.
- 50.** Due to any reasons, whatsoever, if the serviceability of the plants, equipments, systems and installation etc. decreases, a proportionate amount shall be deducted from the monthly bills of the Contractor.
- i. 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 Registrar Peshawar High Court, Peshawar on the same day
  - ii. A daily operation date record sheet (two hourly basis) shall be maintained (in duplicate) at the site by the Contractor for performance of all the Freezers and cold storage, Ice cube Machine, Filtering plants and original shall be submitted to Peshawar High Court, Peshawar.
- 51.** Three sets of proper uniform with Contractor's identification and designation identification and three sets of black shoes shall be provided by the Contractor to each member of the 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 Contractor.
- 52.** The Contractor must submit a certificate along with the monthly operation bill duly certified by the works officer (HVAC) concerned that the salary paid by the Contractor to his staff, is according to the wages as mentioned in the tender.
- 53.** Registrar Peshawar High Court, Peshawar shall see from time to time that the above-mentioned instructions and terms and conditions are being strictly followed. In case of violation of any of these, Registrar can terminate the contract through a written one-month notice and the Contractor will also be black-listed.
- 54.** 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 of 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.
- 55.** Any financial loss to Peshawar High Court, Peshawar i.e. 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.
- 56.** Any loss or damage to the equipment or building of the Peshawar High Court, Peshawar owing



to O&M of HVAC system by the Contractor's staff, shall be deducted from the monthly bill or outstanding bills of the Contractors.

57. A detailed list of all above shall be submitted to the Registrar Peshawar High Court, Peshawar at the time of Handing over / Taking Over. None availability of any of the above facilities at site at any time shall force Peshawar High Court, Peshawar to penalizes the Contractors @ of Rs. 1000/- Per day.
58. It shall be the sole responsibility of the Contractor without any extra financial claim to Peshawar High Court, Peshawar.
- i. To follow various maintenance schedules of the Hot water Geyser and their allied equipment and controls etc. to upkeep their efficiencies.
  - ii. 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.
59. 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 along with 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.
60. The Contractor shall be 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 required, Peshawar High Court, Peshawar will provide the same on approved TC schedule rates.
61. The Contractor shall ensure that the site staff strictly maintains discipline at the Peshawar High Court, Peshawar premises and complies with the instructions issued from time to time by the Registrar, Peshawar High Court, Peshawar. The defaulters shall be penalized @ Rs. 5000/- for each case.
62. The Contractor shall be responsible for providing security passes to his operational staff upon receipt of work order and if any type of amount for such requirement is involved, the same will be paid by the Contractor.
63. **NO BROKER**  
It is understood and agreed that no Broker(s) Agent(s) have participated in bringing the parties together or in the negotiation preparation of this agreement and the Contractor hereby warrants that price of the subject matter of this agreement thereof has not been enhanced or increased to accommodate directly and / or indirectly any commission or fee to any person or entity whomsoever. The Contractor agrees to indemnify and hold harmless Peshawar High Court, Peshawar from and against all claims, demands, liabilities, damages, losses and judgments which may be suffered by, accrued against, charged to or are recoverable from Peshawar High Court, Peshawar and which arise out of the Contractor's action(s) or negotiation(s) with or in respect of Broker(s)/Agent(s).

Notwithstanding anything contained hereinabove, in the event that on any future date it is established that such commission and / or fees of any kind have been made by the Contractor to any broker (s) or agent

- a. or persons or entities whatsoever, such a sum shall be refundable immediately to Peshawar High Court, Peshawar without prejudice to any other rights or remedies of Peshawar High Court, Peshawar.



**64. INTEGRITY PACT**

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

\_\_\_\_\_ [the Seller/Supplier/Contractor] hereby declares his 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 he 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 times 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.

**65. TERMINATION OF THE AGREEMENT**

Without prejudice to any other available right / remedies, Peshawar High Court, Peshawar 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.

Peshawar High Court, Peshawar 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 his employee (s).

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

**66. ARBITRATION**

Any disputes between the parties hereto concerning the execution, interpretation, breach or



performance of this Agreement or in any manner touching this agreement shall be referred to the arbitration of a sole arbitrator to be appointed by mutual consent. In case of failure to appoint a sole arbitrator, each party shall appoint one arbitrator and the matter shall be referred to them. In case of disagreement between the arbitrators, the matter shall be referred to an umpire to be appointed by the two arbitrators for the matter referred to them. The arbitration shall be held at the Client premises in accordance with the law of the land relating to arbitration for the time being in force.

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

**FOR AND ON BEHALF OF THE  
PESHAWAR HIGH COURT,**

**FOR AND ON BEHALF OF THE CONTRACTOR PESHAWAR**

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

SEAL: \_\_\_\_\_

**WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

**WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_





**UNDERTAKING TO EXECUTE CONTRACT**



\_\_\_\_\_  
\_\_\_\_\_

PESHAWAR HIGH COURT, PESHAWAR

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 Peshawar High Court, Peshawar to do so.
3. That all expenses in connection with the preparation and execution of the contract including stamp duty will be borne by us / me.
4. That we / I shall deposit with Peshawar High Court, Peshawar the amount of security as specified in the contract which shall continue to be held by Peshawar High Court, Peshawar 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 Peshawar High Court, Peshawar the Earnest Money held by Peshawar High Court, Peshawar 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 \_\_\_\_\_







9	Circuit boards repairing/replacement if not possible locally	job		-		
10	Replacement of Major Control accessories					
	Temperature sensors and controls	Nos				
	Motorize valves/ Actuators	Nos				
	Differential switches	Nos				
	Smoke detectors	Nos				
11	Providing of GI sheet					
	20 US GAUGE	sft				
	18 US GAUGE	sft				
13	Rewinding of Compressor below 5 tons	job		-		
14	Rewinding of Compressor above 5 tons	job		-		
15	Any other items (Please specify)					

**Annexure-II**

**Detail scope of work**

**Chillers**

S.No	Item Description	Daily	Weekly	Monthly	Quarterly	Yearly
a.	Troubleshooting and diagnosis of fault code in the chillers. (in each shift)	X				
b.	Checking/adjustment of pressure drop across the cooler	X				
c.	Logging of operating data/parameters of machine. (in each shift)	X				
d.	Checking of compressor abnormal noise.	X				
e.	Troubleshooting of motorized chiller's actuators	X				
f.	Checking of flow switches of chillers			X		X
g.	Inspection of chiller components, painting and anti rusting if required.		X			
h.	Checking of transducers, sensors and other controls of chillers & replacement of faulty components		X			X
i.	Checking of pressure drop across the oil filter and replacement of oil filter if pressure drop exceeds 1.0 Bar	X				
j.	Checking dehydration filter pressure drop			X		
k.	Checking of compressors and condensers fan motors Amps at full load.		X			
l.	Checking of electrical resistance of compressors.			X		
m.	Checking of electrical resistance of condenser fan motors.					X
n.	Checking electrical wiring of chillers/components for any sign of overheating			X		
o.	Cleaning of electrical panel/control cards of Chillers.			X		
p.	Checking of liquid Pilot lamp for passage of bubbles and replacement of dehydration filter on sight of bubbles.		X			
q.	Cleaning/Washing of condenser batteries on weekly basis including Painting, Greasing and replacement of Evaporator and Compressor Suction Insulation.		X			
r.	Visual inspections of machine for any damage/loosening			X		



s.	Checking/testing/servicing of refrigerant leakage in the system and adjustment of charge if required.			X		
t.	Adding of chemicals for treatment of chilled water and pipe line as per recommendations of water treatment company.			X		
u.	Checking/servicing/replacement of compressor's Contractors if necessary.					X
v.	Checking/servicing of condenser fan motor's Contractors for pitted points.					X
w.	Checking of insulation resistance of compressors.					X
x.	Checking of insulation resistance of condenser fan motors.					X
y.	Checking of electrical terminals for tightness.					X
z.	Replacement of compressor oil, Oil Filter and Dehydration filter if TAN analysis test arranged annually/as required basis by Contractor from PCSIR equals 0.10.					X
aa.	Checking/adjustment of temperature and pressure of chillers. (As per temperature of summer and winter season)					X
bb.	Checking of compressor oil colour.		X			
cc.	Checking of compressor oil level in compressor sight glass (should be b/w 50-90%).	X				
dd.	Checking of chilled water leaving and entering pressure gauges.	X				
ee.	Checking of chilled water leaving and entering thermometer.	X				
ff.	Chilled water treatment/testing.			X		
gg.	Checking of chilled water bypass circuit.		X			

**NB.** The scope of maintenance shall include all the guidelines, recommendations of the OEM in the product manuals, its website and other sources of dissemination.

**3. Annual Preventive Maintenance**

The Contractor shall plan shutdown of HVAC system 04 Months before the start of winter season for undertaking complete annual preventive maintenance of HVAC system. However, he will seek prior approval of SUPARCO for the shutdown in winter season and give 01 Week advance notice stating the shutdown period. Following maintenance will be carried out under the supervision of authorized service Engineer/Supervisor of Contractor.



**a. Chillers**

- (1) The yearly preventive maintenance mentioned in the scope of work.

**b. Chilled Water Pumps**

- (1) Checking & replacement of pump strainer.
- (2) Checking & replacement of faulty pump bearings.
- (3) Checking & replacement of faulty motor bearings.
- (4) Checking & replacement of coupling rubber.
- (5) Checking of motor winding insulation with Meggar after disconnection of motor leads from VFD.
- (6) Checking of earthing.
- (7) Checking & tightening of wire connections.
- (8) Painting/anti rusting of pump supports.
- (9) Cleaning/maintenance of air separators.

**c. Air Handling Units (AHUs)**

- (1) Flushing & cleaning of finned surface & water tubes of cooling coils.
- (2) Checking & replacement of faulty fan bearing.
- (3) Checking & replacement of faulty motor bearing.
- (4) Checking of belt alignment and tension & mounting bolts.

**d. Electrical Panels and Wiring**

- (1) Checking & servicing of Contractors, overloads, MCCBs, fuses, tightening of wiring connections, replacement of faulty parts if required.
- (2) Checking of wiring insulations.
- (3) Checking of earthing.

**e. Piping System**

- (1) Cleaning & flushing of chilled water pipe.
- (2) Painting & servicing of all valves, strainers, CFRV.
- (3) Checking/repair of insulation, jacketing & covering of all insulated piping.

**f. General**

Change of compressor oil if required, greasing of bearing and oiling wherever required, painting of equipment will also be done.

**g. Chilled Water Pump Sets**

S.No	Item Description	Daily	Weekly	Monthly	Quarterly	Yearly
a.	Troubleshooting of pump sets	X				
b.	Checking of pump sets for abnormal noise/wear/ampere.	X				X
c.	Checking/replacement of pump set bearings.			X		X



d.	Cleaning of pumps strainers			X		X
e.	Checking of suction/discharge pressure of pumps.	X				
f.	Checking of secondary pump VFDs.	X				
g.	Checking/replacement of mechanical seal of pumps for leakage.	X				

**h. AHUs**

S.No	Item Description	Daily	Weekly	Monthly	Quarterly	Yearly
a.	Troubleshooting of AHUs and its actuators. Repair & replacement of actuators if required.	X				
b.	Checking/servicing/adjustment of AHUs belt alignment & tension/motor amps.			X		X
c.	Cleaning/replacement of pre/back filters.			X		
d.	Cleaning of AHU's strainers.			X		X
e.	Flushing & cleaning of finned surface & water tubes of cooling coils.					X
f.	Checking VFD/VAV of AHUs.	X				
g.	Random water balancing of AHUs.					X
h.	Checking of AHU gauges in each shift.	X				

**i. Humidifiers**

S.No	Item Description	Daily	Weekly	Monthly	Quarterly	Yearly
a.	Checking of humidifiers/ heaters.				X	