

KHANSABEB CIVIL ENGINEERING L.L.C.
Construction Division
Al Rashidiya
P. O.Box 2716
Dubai, United Arab Emirates

خانباب للهندسة المدنية ذ.م.م.
قسم الإنشاءات
الراشدية
ص.ب ٢٧١٦
دبي، الإمارات العربية المتحدة

Ref: 201A22002/K100/KD/SK/0035
Goodrich Global Trading LLC
P.O. Box 304
Dubai
United Arab Emirates
Tel No. 04 889 5770

26th May 2022

Email. david.jordan@goodrichglobal.ae

Attn; Mr.David Jordan Thomas, Business Development Manager

Dear Sir,

Dorchester Hotel & Residences
Carpets to Guestrooms - Post Tender Meeting

Further to the meetings held at our site offices on 18th May 2022, we enclose herewith for your information and further action the following;

- | | | |
|----|-------------------------------|------------|
| 1. | Minutes of Kick off meeting | (13 pages) |
| 2. | Relevant Correspondence | (1 page) |
| 3. | Tender Clarification Schedule | (1 page) |
| 4. | Commercial Trade Checklist | (2 pages) |
| 5. | K5 Summary of Requirements | (3 pages) |
| 6. | Bill of Quantities | (3 pages) |

Please sign the minutes of meeting (page 12) and the K5 form and return these pages to our offices for record.

We trust the enclosed is an accurate representation of the meeting held, however, should you have any comments please advise in writing within 5 days of the date of this letter, failing which you will be deemed to have accepted the attached as a true record.

Yours faithfully,
for and on behalf of Khansaheb Civil Engineering LLC.


Chris McCann
Senior Project Manager

Encl. as noted

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Subcontractor (SC):	Goodrich Global Trading LLC	Meeting Date:	18.05.22

Purpose of Meeting: To review the technical & commercial aspects of the Subcontractor's tender, to ensure the bid is compliant with the tender enquiry, ascertain if the Subcontractor has fully understood the scope of the package & has the current capacity to execute the works and manage any associated risks.

SCOPE OF WORK:

The design (to the extent defined in the Subcontract), procurement, fabrication, delivery, handling, offloading, distribution, installation, maintenance, testing and commissioning of all works associated with Carpets to Guestrooms

SUBCONTRACTOR DETAILS (SC)			KHANSAHEB DETAILS (KCE)		
Name:	Goodrich Global Trading LLC		Name:	Khansaheb Civil Engineering LLC	
Address:	P.O Box 304 Dubai, UAE		Address:	P.O.Box 2716 Dubai, UAE	
Tel No.	04 889 5770		Tel No.	04 605 7200	

NAME (SC)		DESIGNATION	NAME (KCE)		DESIGNATION
Present:	David Jordan Thomas	Business Development Manager	Present:	Justus Angelus Saman Kulasoorya Mithun	Senior Site Agent Senior Quantity Surveyor Quantity Surveyor

Khansaheb point of contact (KCE):

Name: Chris McCann
Position: Senior Project Manager
Mobile No: 056 507 6171
Email: chris.mccann@khansaheb.ae

Project Commercial Manager (KCE):

Name: Kevin Davies
Mobile No: 050 651 1597
Email: kevin.davies@khansaheb.ae

Subcontractor point of Contact (SC):

Name: David Jordhan Thomas
Position: Business Development Manager
Mobile No: 052 252 3888
Email: david.jordan@goodrichglobal.ae

Correspondence:

All correspondence issued in connection with this Subcontract is to be addressed to the Contractor's / Subcontractor's designated 'point of contact' noted above.
The SC confirmed that their point of contact named above is deemed to be duly authorised to act on behalf of and agree matters on behalf of the Subcontractor and to act as the Subcontractor's Representative under the Subcontract.

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
2.0	Commercial Sufficiency		
2.1	Khansaheb Tender Enquiry		
	<p>SC confirmed receipt of KCE tender Enquiry:</p> <p>Reference: F015/15.900.61b/34022/CDCT/0522</p> <p>Dated: 17-May-22</p> <p>Further communication is listed in the Schedule of Relevant Correspondence attached in Appendix No. 1 of these minutes.</p>		
2.2	Validity of the Subcontractor's Tender		
2.2.1	<p>The SC confirmed its tender reference F015/15.900.61b/34022/CDCT/0522 dated 18-May-22 remained valid until 17-Jun-22</p>		
2.2.2	<p>SC confirmed its tender price as: AED 839,675.05</p>		
2.2.3	<p>SC confirmed its tender price was:</p> <p>Lump Sum</p> <p>Fixed Price</p>		
2.2.4	<p>SC confirmed that its rates and prices are fixed until:</p> <p>Issuance of the Performance Certificate</p>		
2.2.5	<p>SC confirmed that after discount its final offer is:</p> <p>AED 839,675.05</p>		
2.3	Insurance, Bonds & Warranties		
2.3.1	<p>SC confirmed that an Advance Payment would not be required Yes</p>		
2.3.2	<p>KCE and SC agreed that the Advance Payment would be N/A % of the Subcontract price.</p>		
2.3.3	<p>The Advance Payment will be recovered at N/A % of the gross amount certified to the SC in interim payment certificates, until the advance payment has been fully recovered.</p>		
2.3.4	<p>KCE and SC agreed that a Performance Bond would be N/A of the of the Subcontract price</p>	See continuation page	

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
2.3	Insurance, Bonds & Warranties continued		
2.3.5	SC confirmed that their tender included the provision of all warranties and guarantees required by the tender document and to satisfy the Employer's Requirements. Where a warranty or guarantee for a particular item is not clear from the tender documentation, the SC agreed to obtain the maximum warranty / guarantee available from the specified suppliers.		
2.3.6	SC agreed to provide a Collateral Warranty if required <input type="text" value="No"/>		
2.3.7	The SC confirmed and agreed that the cost of supplying the above bonds and warranties is included in their Subcontract price and that failure to provide them will result in interim payments being withheld.		
2.3.8	KCE and SC agreed that the following insurances are to be provided: <div> <div>Workmen's Compensation</div> <div><input type="text" value="S/C"/></div> <div>Plant & Equipment</div> <div><input type="text" value="S/C"/></div> <div>Professional Indemnity</div> <div><input type="text" value="N/A"/></div> <div>CAR / Third Party</div> <div><input type="text" value="Employer"/></div> </div>		
2.3.9	The SC agreed to provide copies of their up to date policies and confirmed that if any insurances expire during the currency of the Project, the Subcontractor is to provide evidence of renewal.		
2.4	Valuation & Payment		
2.4.1	KCE and SC agreed that valuations are to be submitted on: <div>30th of each month</div> <div>KCE confirmed that payment would be made within <input type="text" value="15"/> days of receipt of the corresponding payment from the Employer</div>		
2.4.2	KCE confirmed and the SC agreed that the retention percentage on the work is <input type="text" value="10"/> %		
2.4.3	The release of retention will take place in line with the conditions of the Main Contract which states that the first half will be released: <div>On receipt of the Taking Over Certificate for the Main Contract works</div>		
2.4.4	The Balance of retention release will occur: <div>See Continuation Sheet</div>		
2.4.5	KCE and SC agreed that all retention payments will be made within <input type="text" value="15"/> days of receipt of <div>the corresponding payment from the Employer</div>		

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
2.4	Valuation & Payment continued		
2.4.6	If the SC fails to comply with the agreed programme (section 6) then Liquidated Damages / Penalties for the whole of the Works and any section, where applicable, will be applied, in line with the amounts under the Main Contract.	See continuation page	
2.4.7	KCE and SC agreed that the Defect Liability Period would be: 365 days from date of Taking over certificate		
	Further commercial terms were recorded in the continuation sheets: Yes		
2.5	Conditions of Contract		
2.5.1	Main Contract Project Description: All outstanding Works required to bring the Project known as the Dorchester Hotel & Residences to completion		
2.5.2	Form of Contract: FIDIC first ed. 1999 Red Book as amended by Particular Conditions (see continuation sheet)		
2.5.3	KCE confirmed and the SC agreed that the Main Contract documents, including drawings, specifications and other schedules / appendices (excluding commercially sensitive information) are available for inspection by the SC.		
2.5.4	The SC confirmed that that his offer is fully technically and commercially compliant with the Main Contract and any future Subcontract agreement will be performed on a back to back basis, except as noted herein.		
2.5.5	The SC confirmed that he has made due allowance for the above in his price. Subcontract		
2.5.6	Form of Subcontract: FIDIC Subcontract 2011 with Part II Particular Conditions		
2.5.7	KCE and SC agreed that the Subcontractor's tender qualifications, exclusions, attendances, terms and conditions are superseded by the amendments / agreements made in: Appendix 2 Clarification schedule		
2.5.8	KCE and SC confirmed their responsibility for the provision of certain attendances / facilities by reviewing the K5 form. The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting		

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
3.0	Design		
3.1	<p>The following design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>The Subcontractors design responsibilities remain as set out in the Previous Subcontract ref 17001DH/SCA/D&B/40-01-58-GGT dated 19th August 2021 between RPJV and the Subcontractor.</p>		
3.2	<p>The following temporary works design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>The Subcontractors design responsibilities remain as set out in the Previous Subcontract ref 17001DH/SCA/D&B/40-01-58-GGT dated 19th August 2021 between RPJV and the Subcontractor.</p>		
3.3	The SC confirmed that his design, will be in accordance with the Tender and Main Contract documents and all design obligations shown and / or described therein are included.		
3.4	SC confirmed that it has sufficient and competent design resource available to deliver the above design responsibilities for this project.		
3.5	SC confirmed that his tender is fully compliant with all applicable Building Standards, Statutory Authority Regulations, Civil Defence and Municipality requirements etc.		
3.6	<p>SC confirmed that he has included for the provision of shop drawings:</p> <p>Yes <input type="checkbox"/></p>		
3.7	<p>SC agreed to provide all necessary as-built information and records:</p> <p>Yes <input type="checkbox"/></p>		
3.8	<p>SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals:</p> <p>Yes <input type="checkbox"/></p>		
3.9	KCE confirmed and SC agreed that for the purposes of payment, unless the as-built details / O & M manuals and any other close out documentation to be provided by the SC are in compliance with the Subcontract, that KCE may withhold payments.		

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Item	Minute	Action by	Date								
4.0	Change Management										
4.1	<p>KCE confirmed and SC agreed that payment for additional work will not be made without prior written instruction from the following named persons:</p> <table><thead><tr><th>Title</th><th>Name</th></tr></thead><tbody><tr><td>Project Manager</td><td>Chris McCann</td></tr><tr><td>Sr. Quantity Surveyor</td><td>Saman Kulasooriya</td></tr><tr><td></td><td></td></tr></tbody></table>	Title	Name	Project Manager	Chris McCann	Sr. Quantity Surveyor	Saman Kulasooriya				
Title	Name										
Project Manager	Chris McCann										
Sr. Quantity Surveyor	Saman Kulasooriya										
4.2	<p>KCE and SC agreed that the valuation of works on a daywork basis: will not be permitted on this contract.</p> <p>If permissible KCE and SC agreed that the rules of 4.1 above would apply and the SC would submit comprehensive record sheets within 24 hours of the work being carried out.</p>										
4.3	The SC agreed to promptly advise KCE, in writing, of the impact that any instruction may have on the Subcontract works and to comply with the requirements of the Subcontract in all cases.										
4.4	Instructions issued by the Client / Consultants direct to the Subcontractor should not be acted on, unless relating to H&S matters. The SC agreed to notify KCE in writing about any instruction issued by the client.										
4.5	SC agreed to proceed with all instructions issued by the above named persons, including cases where the value has not been agreed.										
5.0	Technical Sufficiency										
5.1	<p>SC stated that its tender was technically fully compliant with the tender enquiry documents including but not limited to specifications, drawings, BOQ etc. and all applicable Building Standards / Statutory Authority Regulations, including Civil Defence and Municipality requirements etc. current at the date of its tender.</p> <p>Yes</p> <p>If no, the variance were identified as; [refer to appendix 2 for a complete list of clarifications / agreements]</p>										

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Item	Minute	Action by	Date
5	Technical Sufficiency continued		
5.2	<p>KCE and SC reviewed the KCE Trade Checklist: <input type="text" value="N/A"/></p> <p>If yes, the following pertinent points were identified:</p> <p>Not Applicable</p> <p>Further minutes were recorded in the continuation sheets: <input type="text" value="No"/></p>		
5.3	<p>SC summarised what innovation, construction and material alternative options can be offered with potential cost savings:</p> <p>Not Applicable</p>		
6.0	Programme		
6.1	<p>KCE confirmed that the site working hours are:</p> <p>Sunday to Thursday <input type="text" value="7am - 5pm"/></p> <p>Friday <input type="text" value="7am - 5pm"/></p> <p>Saturday <input type="text" value="Closed"/></p> <p>If the SC wishes to work outside the above hours then permission must be requested / obtained from KCE's Project Manager in writing with 24 hours notice. Additional supervision / attendance cost incurred by KCE as a consequence will be charged to the SC's account.</p>		
6.2	<p>The SC confirmed that the Subcontract works will be carried out in accordance with the durations and sequence indicated in KCE programme reference:</p> <p>Programme to be agreed to align with Main Contract Programme.</p> <p>A copy of which has been enclosed within Appendix 4 <input type="text" value="No"/></p>		
6.3	<p>SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same. <input type="text" value="No"/></p>	<input type="text" value="N/A"/>	

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Item	Minute	Action by	Date
6.0	Programme continued		
6.4	SC confirmed that it was fully able to resource the works, including all necessary management, supervision, labour and plant in order to meet the requirements of the project and programme.		
6.5	SC confirmed that it would submit a detailed programme for approval within: 7 days from receipt of an LOI.		
6.6	SC confirmed that it would submit a resource histogram for labour & plant within: 7 days from receipt of an LOI.		
6.7	SC confirmed that it would submit procurement / submittal / shop drawing / information release schedules within: 7 days from receipt of an LOI. SC is to ensure that all schedules are comprehensive and that information is requested / submitted in time to meet the requirements of the above referenced programme.		
6.8	SC confirmed that it would commence the production of shop / design drawings on receipt of the IFC drawings from KCE.		
6.9	SC agreed to provide a comprehensive schedule of long lead items for KCE's review including all documentation to evidence that all suppliers / manufactures are working toward the agreed programme dates: N/A S/C Confirmed no long lead in items		
6.10	KCE advised the SC of other critical interfaces or factors affecting the programme and the SC agreed to co-ordinate their works with other Subcontractor trades: Screeding, Civil works & MEP works etc. but not limited to.		
6.11	KCE confirmed and the SC agreed that continuity of work cannot be guaranteed and the SC has allowed for an adequate number of visits to execute and complete the Subcontract works.		
6.12	SC confirmed that method statements and risk assessments will be submitted for approval within a minimum of 14 days prior to the commencement of the Subcontract works on site or as required to comply with the programme current at that time.		
6.13	KCE stated that from time to time the Project Manager may amend the programme. The SC acknowledged this and confirmed that it would comply with any amendment.		

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
7.0	Management of the Subcontract Works		
7.1	SC confirmed that it would provide full time competent supervision whilst the Subcontract works are ongoing and the level of supervision would be commensurate with the extent of the SC's works. SC also agreed that CV's of proposed supervisor(s) would be provided 1 week from award for KCE's review and approval.		
7.2	SC agreed that if the number of supervisors is inadequate and / or the knowledge, capability and experience of those supervisors is not to KCE's satisfaction, then the SC will be given the opportunity to resolve this within a set timeframe. Should the SC fail to take the appropriate action then KCE shall take whatever measures are necessary to ensure the safe and timely delivery of the works. Any additional costs, charges or expenses incurred by KCE as a consequence will be charged to the Subcontractor's account.		
7.3	The SC agreed to attend regular progress / co-ordination meetings at the request of KCE and the SC agreed to prepare a progress report prior to each meeting detailing the status of both on and off site activities.		
7.4	SC agreed to submit its proposed organisation chart for the project.		
8.0	Safety, Quality & Environmental		
8.1	<p>SC confirmed its intention to sub-let part of the Subcontract works:</p> <p><input type="checkbox"/> No</p> <p>If yes, the SC requested permission to sub-let the following works to the named companies below, and agreed that all KCE's conditions, standards, worker welfare polices etc. would also be applied to its subcontractors:</p> <p>Would be limited to labour supply only.</p>		
8.2	<p>SC confirmed that its labour for this project would be supplied by:</p> <p>Direct & Hired legally employed resource</p> <p>If hired resource, SC confirmed the name of the labour supply company under item 8.1.</p>		
8.3	SC confirmed that should any element of the works at any stage be required to be sub-let outside of the above list the SC would, prior to starting the works, obtain KCE's approval and provide details of the scope being sub-let and of the proposed companies. The SC also confirmed that it would warrant that the performance of all of their supply chain would be in line with the SC's own obligations as outlined in section 8.1 in every regard.		

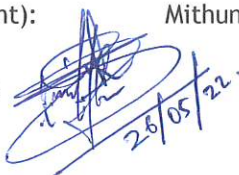
Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date					
8.4	The SC confirmed that all subcontractors listed in 8.1 or any future subcontractors referred to in 8.3 would be pre-qualified and assessed to ensure their competence and capacity to complete the sub-let element of works. The SC agreed to provide prequalification records upon request.							
8.5	KCE explained to the SC the requirements of their K-Standards that relate to the package works and the SC confirmed that they would fully comply with these standards and that the associated costs are included in their tender price.							
8.6	KCE confirmed that a copy of the company health, safety, environmental & sustainability policies and company procedure are available for inspection on site and stated that the content of this document was the minimum standard to be achieved by the SC. The SC confirmed and agreed to its application.							
8.7	KCE confirmed that a copy of the company Worker Welfare Procedure is available for inspection at KCE's Head Office and that the requirements of this document must be respected and adhered to in relation to the employment of labour in every regard. The SC confirmed and agreed to its application.							
8.8	<p>KCE confirmed that all persons entering site must attend a site induction and provide all required documentation.</p> <p>The site inductions would be held on site at the following times:</p> <table><tr><td>Day</td><td>Daily</td><td>Time</td><td>7am</td></tr></table> <p>KCE confirmed and SC agreed that should their persons fail to attend the above induction then they must leave site and return for the next available induction. All cost associated with this will be the responsibility of the SC.</p>	Day	Daily	Time	7am			
Day	Daily	Time	7am					
8.9	<p>SC confirmed that it would provide weekly tool box talks to its operatives along with daily briefings on the methodology and controls required to complete the works</p> <p>From time to time KCE may request the SC to carry out a tool box talk on a specific subject matter. The SC agreed to comply with any such request.</p>							
8.10	<p>The SC confirmed that the below named person would be their Safety Officer(s) on the project and confirmed that this person held the following qualifications:</p> <table><tr><td>Name</td><td>to be advised</td></tr><tr><td>Qualifications</td><td>to be advised</td></tr></table> <p><i>Note: minimum requirement of NEEBOSH qualification. Alternatives qualifications will be subject to prior approval from KCE Safety Department</i></p> <p>SC agreed that the above named person would be on site during the execution of the works.</p> <table><tr><td>full time</td></tr></table> <p>SC agreed to comply with the DM code of construction safety practice as a minimum, ensuring that the required attendance & qualifications of its Safety Officers are met.</p> <p>SC agreed to provide a copy of its proposed Safety Officers CV for KCE's review and approval. Dependant on the number of operatives the SC has on site the number of Safety Officers required may increase as described in the DM code. The SC agreed to promptly provide further names and CV's of any additional Safety Officers required, for KCE's prior approval.</p>	Name	to be advised	Qualifications	to be advised	full time		
Name	to be advised							
Qualifications	to be advised							
full time								

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
8.11	KCE confirmed that the OSP19 Disciplinary Action Procedure for safety violations would be incorporated into the Subcontract. Any fines will be deducted from interim payments due to the SC.		
8.12	<p>KCE explained the key details of the project safety plan as outlined below and the SC confirmed its understanding:</p> <p>A full copy of the Project HSE Plan & logistics plan is available for the SC to inspect / review</p>		
8.13	KCE explained the key details of its Sustainability's policy and confirmed its commitments to a sustainable construction.		
8.14	<p>SC confirmed its commitment to sustainability in line with KCE's policy and outlined some of the sustainability initiatives it was currently undertaking:</p> <p><input type="checkbox"/> Yes</p>		
8.15	SC agreed to comply with KCE's Quality plan and QA procedures currently in force, a copy of which is available on site for the SC to review.		
8.16	SC agreed to provide compliance certificates for all workmanship, materials, plant & equipment supplied for the Project and agreed to provide an inspection & test plan prior to commencing the works on site, to which the plan relates.		
9.0	Further Matters		
9.1	<p>Further matters raised by KCE / SC are recorded on the continuation sheets attached.</p> <p><input type="checkbox"/> Yes</p>		
10.0	Intention to Subcontract		
10.1	<p>KCE having considered the SC tender and the SC representations during this meeting advised that the following option as described below will be taken:</p> <p><input type="checkbox"/> Option 1: KCE stated that other Subcontract tenders are under consideration and will contact the SC in the near future.</p> <p><input checked="" type="checkbox"/> Option 2: KCE stated its intention to proceed to complete a Subcontract agreement.</p> <p><input type="checkbox"/> Option 3: KCE requested that the SC provide further and better particulars as identified in these minutes to enable evaluation of the SC tender to be completed.</p> <p><input type="checkbox"/> Option 4: KCE will not proceed further on this occasion.</p>		

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Item	Minute	Action by	Date
10.2	KCE stated that in the event of a Subcontract award a Letter of Intent (LOI) would be issued. The SC agreed to proceed on this basis whilst the formal Subcontract Agreement was being collated.		
10.3	KCE confirmed the list of documentation appropriate for incorporation into the formal Subcontract order in the event of award is:		
	As listed in Appendix 1 of these minutes	Yes	
	These minutes and attachments	Yes	
	Any further documents issued from the date of these minutes until placement of order	No	
11.0	Statement of Agreement		
11.1	These minutes together with the below referenced attachments are issued 'subject to contract' but are agreed and accepted to be a complete and accurate record of discussions and as such may form part of a future Subcontract agreement and then be binding on the parties. In the event that they are not issued immediately after the meeting, the SC is requested to return them to KCE within 5 calendar days of receipt having previously raised and agreed with KCE's representative below any matter that will reasonably require amendment.		
11.2	Signed for Khansaheb: Name (print): Mithun Date: 26.05.22 Signature:  26/05/22		
11.3	Signed for SC: Name (print): Date: Signature:		
12.0	Attachments		
12.1	No. of continuation pages	1	
12.2	Appendix 1 - Relevant Correspondence	Yes	
12.3	Appendix 2 - Tender Clarification Schedule / hand marked copy of SC tender	Yes	
12.4	Appendix 3 - K05 Summary of Attendances	Yes	
12.5	Appendix 4 - Programme of Works <i>Bill of Quantities</i>	Yes	

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
	Continuation Sheets		
2.3.4	Subcontractor is to provide a Security Cheque in lieu of Performance Bond in the sum of AED 83,968.00		
2.4.1	KCE will issue a payment certificate within 10 days of receipt of the corresponding payment certificate issued under the Main Contract. Payment Terms; 75% against Material on site 15% against Material off site (Subject to the provision of vesting certificate & suitable security for material off site as per Omniyat requirements) 10% upon completion / approval of works All above payment subject to 10% Retention		
2.4.4	The balance of retention release will occur upon receipt of the Performance Certificate for the main Contract Works.		
2.4.6	The daily rate / limit of Liquidated damages / penalties will be calculated based on the percentages and Subcontract price given in the Previous Subcontract as defined in Omniyat Concept Investments LLC (OCI) letter of 17th May 2022 (ref F015/15.900.61b/34022/CDCT/0522)		
2.5.2	FIDIC Conditions of Contract for Building & Engineering Works designed by the Employer, first edition 1999 (Red Book) as amended by Particular Conditions		
	General:		
1	The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements		
2	KCE advised that storage space on site is restricted and so all materials are to be delivered on a 'just in time' basis. Materials are to be delivered in sequence and are to be lifted & fixed directly into place upon delivery.		
3	KCE will provide crange in accordance with its site logistics plan or other such arrangement to off-load & move materials. The SC's representative is to attend daily crane co-ordination meetings with KCE to agree crane usage / timings for the following days. Notwithstanding that KCE may provide the crange in accordance with the K05 and SC is responsible for submission of lifting plans, Risk Assessments Method Statements for KCE's approval.		
4	The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works		
5	The SC confirmed it has allowed for all costs associated with reduced working hours and / or changes in shift patterns during the Holy Month of Ramadan, 'summertime working' restrictions, night shifts & public holidays etc		
6	There will only be one site induction per day, should the SC require additional inductions additional costs will be incurred and charged to the SC		



APPENDIX 1
SCHEDULE OF RELEVANT CORRESPONDENCE

KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

APPENDIX 1

SCHEDULE OF RELEVANT CORRESPONDENCE

Goodrich Global Trading Works LLC

No.	Subject	Reference	Date
1	Dorchester- Carpets to Guest Room	KCE(Mithun) email 08:57	12.05.22
2	Revised statement of account & details	Goodrich(Michelle) email 14:24 enclosed; attached revised SOA	18.05.22
3	- ditto -	Goodrich(David) email 16:26	18.05.22
4	Omniyat letter & payment terms	KCE (Kevin) email 16:48 enclosed; Omniyat letter ref. F015/15.900.61b/34022/CDCT/0522	18.05.22 17.05.22
5	- ditto -	Goodrich (David) email 10:37 & KCE (Kevin) email 17:26	19.05.22
6	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K100/KD/SK/0035	26.05.22



Mithun Vallar Veetil

From: Mithun Vallar Veetil
Sent: 12 May 2022 08:57
To: info_dubai@goodrichglobal.ae
Cc: Kevin Davies; Saman Kulasooriya; Anil Kumar Kariyappa
Subject: Dorchester - Carpets to Guest rooms

Hi David,

We have received your details from Omniyat for Dorchester Project, can you please issue the below requested documents.

1. Copy of the SC order with RPJV (full set).
2. Trade License.
3. Workman Compensation Insurance.
4. Plant and machinery Insurance.
5. Programme to complete your scope, including details of lead in / deliveries.

Also, please advise your availability to have kick-off meeting on next week.

Thanks,



Mithun Vallar Veetil

Quantity Surveyor

E mithun.vallarveetil@khansaheb.ae | M +971 50 472 5095 | T +971 4 605 7200

www.khansaheb.ae



From: Goodrich UAE - Michelle Castro <Michelle.Castro@goodrichglobal.ae>
Sent: 18 May 2022 14:24
To: Goodrich UAE - David Jordan; Mithun Vallar Veetil
Cc: Kevin Davies; Saman Kulasoorya; Anil Kumar Kariyappa; Goodrich UAE - David Yeo
Subject: RE: Dorchester - Carpets to Guest rooms
Attachments: ROBERTS-PIZZAROTTI JV_SOA.1-17001DH.pdf

Dear Mithun,

Please find attached revised statement of account.

Thank you!

Regards,

Michelle Castro

GOODRICH GLOBAL TRADING LLC
Unit 1-13 Plot 598-1149
Warehouse #6, Dubai Investment Park 1
PO BOX 304 Dubai, UAE
Tel: 04-889-5770 Fax: 04-889-5771
Website: www.goodrichglobal.ae



Goodrich Global
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| Wallcovering | Fabric | Carpet | Flooring |

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From: Goodrich UAE - David Jordan
Sent: Wednesday, May 18, 2022 10:49 AM
To: Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>
Cc: Kevin Davies <kevin.davies@khansaheb.ae>; Saman Kulasoorya <saman.kulasooriya@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Goodrich UAE - David Yeo <David.Yeo@goodrichglobal.ae>; Goodrich UAE - Michelle Castro <Michelle.Castro@goodrichglobal.ae>
Subject: RE: Dorchester - Carpets to Guest rooms

Hi Mithun,

Please see attached documents.



Date: 5 May 2023
Goodrich Global
SINCE 1983

M/s. ROBERTS - PIZZAROTTI JV
P.O Box No: 184886
Dubai, UAE

Project: Plot 18, Plot BB.B03,018, Business Bay, Dubai
UAE

Subject: Supply, Delivery and Installation of Carpets to Guestrooms

STATEMENT OF ACCOUNT

<u>Sl. #</u>	<u>Description</u>	<u>Amount (AED)</u>
1.	Total value of SubContract	987,853.00
2.	Less Retention (10%)	0.00
3.	Less Advance payment (15%)	-148,177.95
4.	Less Previous payment/PC (excl. VAT)	0.00
5.	Balance amount (excl. VAT)	839,675.05
6.	Add 5% VAT amount	41,983.75
7.	Balance amount (incl. VAT)	881,658.80

(Dirhams Eight Hundred Eighty One Thousand Six Hundred Fifty Eight & 80/100only)

(Stamp & Signature)

M/s. Goodrich Global Trading works LLC.



Mithun Vallar Veetil

From: Goodrich UAE - David Jordan <david.jordan@goodrichglobal.ae>
Sent: 18 May 2022 16:26
To: Goodrich UAE - Michelle Castro; Mithun Vallar Veetil
Cc: Kevin Davies; Saman Kulasoorya; Anil Kumar Kariyappa; Goodrich UAE - David Yeo
Subject: RE: Dorchester - Carpets to Guest rooms

Importance: High

Dear Mithun,

The updated SOA was also sent to Omniyat Management.

This is to also highlight that in our kick-off meeting today:

- The scope of Goodrich for the project is only related to carpet works (supply and installation of carpet with underlay)
- Floor preparation is not part of our scope. The floor preparation was done by Roberts Construction.
- Metal trim between carpet and marble is not in our scope of work.

I highlighted in our meeting that we need the full material payment paid so we can also pay our suppliers.

Sincerely yours,

David Jordan Thomas "DJ"



+971.54.252.3888

GOODRICH GLOBAL TRADING LLC
Unit 1-13 Plot 598-1149
Warehouse #6, Dubai Investment Park 1
PO BOX 304 Dubai, UAE
Tel: 04-889-5770 Fax: 04-889-5771
Website: www.goodrichglobal.com

From: Goodrich UAE - Michelle Castro <Michelle.Castro@goodrichglobal.ae>
Sent: Wednesday, 18 May 2022 2:24 PM
To: Goodrich UAE - David Jordan <david.jordan@goodrichglobal.ae>; Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>
Cc: Kevin Davies <kevin.davies@khansaheb.ae>; Saman Kulasoorya <saman.kulasooriya@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Goodrich UAE - David Yeo <David.Yeo@goodrichglobal.ae>
Subject: RE: Dorchester - Carpets to Guest rooms

Dear Mithun,

Please find attached revised statement of account.

Thank you!

Mithun Vallar Veetil

From: Kevin Davies
Sent: 18 May 2022 16:48
To: Goodrich UAE - David Jordan; Goodrich UAE - Michelle Castro; Mithun Vallar Veetil
Cc: Saman Kulasooriya; Anil Kumar Kariyappa; Goodrich UAE - David Yeo; David Leitch; Christopher Thomas
Subject: RE: Dorchester - Carpets to Guest rooms
Attachments: OCI Letter 17.05.22 - SC Carpets Guestroom.pdf; Goodrich Appln 2.pdf; Goodrich letter 06.05.22.pdf

Hi David,

Please see attached instruction we have received from Omniyat to engage with yourselves.

We note we have received copies of two different payment applications no 2 - see attached. Your payment terms with RPJV seem to be (all subject to 10% retention):

- 15% advance
- 75% against materials on site
- 15% against material off site (subject to vesting certificate)

The balance is then against installation.

Given this it seems the application should be based on the status of deliveries as set out in your letter of 06.05.22

3. Material Status:

- a. First shipment delivered to site last February 2, 2022
1,357.51 sqm / 117 Rolls
- b. Second shipment stored in Goodrich Dubai Warehouse
1,405.38 sqm / 111 Rolls
- c. Third shipment on hold with India Manufacturer
2,773.70 sqm / 201 Rolls
- d. Double Stick Rubber Underlay delivered to site February 18, 2022
4,521.00 sqm / 300 Rolls

The supply & install of all trims, including stainless steel strips where required, and surface preparation is part of your scope as set out in the RPJV subcontract.

Regards

Kevin



Kevin Davies

Commercial Manager

E kevin.davies@khansaheb.ae | M +971 50 651 1597 | T +971 4 605 7200

From: Goodrich UAE - David Jordan <david.jordan@goodrichglobal.ae>

Sent: 18 May 2022 04:26 PM

To: Goodrich UAE - Michelle Castro <Michelle.Castro@goodrichglobal.ae>; Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>

Cc: Kevin Davies <kevin.davies@khansaheb.ae>; Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Goodrich UAE - David Yeo <David.Yeo@goodrichglobal.ae>

Omniyat Concept Investments LLC

17 May 2022

Mr. Chris McCann
Project Director
Khansaheb Civil Engineering LLC
P.O. Box 2716
Dubai, United Arab Emirates

Ref. No.: F015/15.900.61b/34022/CDCT/0522

Project: Plot 18, Plot BB.B03.018, Business Bay, Dubai

Subject: Appointment of Subcontractor for the Carpets to Guest Rooms package

Dear Sir,

We refer to the following documents:

1. the Letter of Award issued by Sky Palaces Real Estate Development LLC (the **Employer**) to Khansaheb Civil Engineering LLC (the **Contractor**) in respect of the main construction works (the **Works**) for the Plot 18 (Dorchester) project (the **Project**) dated 29 March 2022 (the **Letter of Award**); and
2. subcontract ref. 17001DH/SCA/D&B/40-01-58-GGT dated 19 August 2021 for Carpets to Guest Rooms between Roberts-Pizzarotti JV (the **Previous Contractor**) and Goodrich Global Trading LLC (the **Previous Subcontract**) (copy appended).

Appointment of Employer-Preferred Subcontractor

Pursuant to part D of the Letter of Award, we confirm that Goodrich Global Trading LLC (the **Subcontractor**) is the Employer-Preferred Subcontractor for the completion of the Carpets to Guest Rooms package (the **Subcontract Works**) on the Project. We hereby instruct the Contractor to enter into a subcontract with the Subcontractor for the Subcontract Works on the following terms and conditions:

Subcontract Particulars

1. **Subcontract Price:** The Subcontract Price shall be AED 987,853.00 (excl. VAT) on a fixed lump sum basis less the advance payment of AED 148,177.95 received by the Subcontractor under the Previous Subcontract.
2. **Advance Payment:** Not required.
3. **Security for performance:** As prescribed in the Previous Subcontract.
4. **Payment terms:** As prescribed in the Previous Subcontract.
5. **Retention:** As prescribed in the Previous Subcontract.
6. **Commencement Date and Programme:** The Contractor shall confirm the programme (including Commencement Date) which they intend to incorporate into the subcontract. The programme shall align with the requirements of the Project Programme agreed pursuant to paragraph 44 of the Letter of Award.

Omniyat Concept Investments LLC

7. **Defects Notification Period:** 12 months from issue of the TOC under the Letter of Award (or Contract, as the case may be).
8. **Insurance:** Insurance shall be provided by the Subcontractor on equivalent terms to that required under the Previous Subcontract.
9. **Terms and conditions:** The terms and conditions of the subcontract shall be the Contractor's standard terms and conditions of subcontract subject to incorporation of any specific terms and conditions detailed in this letter.

Further Subcontract Requirements

1. The Subcontract Works shall include the completion of all Carpets to Guest Rooms works required to complete the Project in full compliance with the Letter of Award, the Specifications, the Drawings and the Previous Subcontract.
2. The Subcontract Works shall include the provision of all as-built drawings, operation and maintenance manuals/documentation, certificates/approvals required by/from Authorities, materials, plant, equipment and workmanship warranties/guarantees, and attendance to defects during the Defects Notification Period for all Carpets to Guest Rooms works.
3. The relevant parts of the scope of works from the Previous Subcontract should be incorporated into the new subcontract agreement as appropriate.

We request that you issue a draft of the proposed subcontract agreement, for the approval of the Employer's Representative, within three days of receipt of this appointment letter. In addition, we also request that you issue a letter of confirmation to the Subcontractor to enable the immediate commencement of works on site.

Please contact the undersigned if you have any queries in relation to this award.

Yours sincerely,

For and on behalf of Omniyat Concept Investments LLC



Encl. Subcontract ref. 17001DH/SCA/D&B/40-01-58-GGT dated 19 August 2021



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MONTHLY PAYMENT APPLICATION

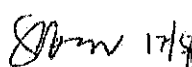
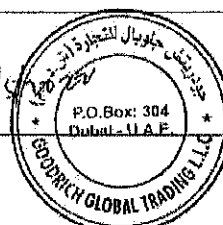
Payment Application No.	2
Works Done up to:	N/A
SubContractor:	GOODRICH GLOBAL TRADING LLC

Project :	PLOT 18, PLOT DB B03 018, BUSINESS BAY, DUBAI, UAE
Scope of Works:	SUPPLY, DELIVERY AND INSTALLATION OF CARPETS TO GUESTROOMS
Sub-Contract No.:	17001DH/SCA/D&B/40-01-38-GGT DATED 19TH AUGUST 2021
Customer Name:	ROBERTS-PIZZAROTTI JV
Contract Type:	FIXED LUMP SUM

Project Value Details		
	Sr. No.	Amount (AED)
Original Contract Value	A	987,853.00
Total Variation Order Value-On Account	B	0.00
TOTAL VALUE		987,853.00

Valuation Details		Previous	Current	Cumulative
A - Gross Value of Work Done	n/a			
1. Original contract		0.00	0.00	0.00
2. Variation Order		0.00	0.00	0.00
3. Material value-Original Contract		0.00	889,067.70	889,067.70
	Sub-Total A	0.00	889,067.70	889,067.70
B - Add : Advance payment Certified (PAID)	15%	148,177.95	0.00	148,177.95
C- Less: Deductions				
1. Retention	10%	0.00	(88,906.77)	(88,906.77)
2. Advance payment recovery-Original Contract	15%	0.00	(133,360.16)	(133,360.16)
	Sub-Total C	0.00	(222,266.93)	(222,266.93)
D - Net Amount for this Application (A+B+C)		148,177.95	666,800.78	814,978.73
E - Add 5% VAT	5%	7,408.90	33,340.04	40,748.94
F- Net Amount including VAT		155,586.85	700,140.81	855,727.66

Remarks: Material value as of May 2022

For Goodrich Global Trading LLC	For ROBERTS-PIZZAROTTI JV
 Name, Signature & Date	 Name, Signature & Date

GOODRICH GLOBAL TRADING L.L.C. P.O. Box 304, Dubai, United Arab Emirates

Tel : (+971) 4 889 5770 | Fax : (+971) 4 889 5771 | info_dubai@goodrichglobal.com | www.goodrichglobal.com

Singapore (HQ) | China | Hong Kong | India | Indonesia | Myanmar | Philippines | Thailand | United Arab Emirates | Vietnam

May 6, 2022

To: **OMNIYAT**
Omniyat Head Office. 26th Floor One by Omniyat,
Business Bay, Dubai, UAE
UAE: 800 6666 | Global: +971 4 511 5000



Goodrich Global
SINCE 1983

Attention: **To whom it may concern**

Project: **Plot 18, Plot BB.B03,018, Business Bay, Dubai UAE**

Subject: **Supply, Delivery, and Installation of Carpets to Guestrooms**
Ref.: 17001DH/SCA/D&B/40-01-58-GGT

Dear Sir/Madam,


In reference to our follow-up on the subject we, Goodrich Global Trading LLC. with license number 591684 submit the following:

1. Attached is page 007 of the agreed subcontract for the payment terms.
2. Statement of account, Material records, and Payment application reference.
3. Material Status:
 - a. First shipment delivered to site last February 2, 2022
1,357.51 sqm / 117 Rolls
 - b. Second shipment stored in Goodrich Dubai Warehouse
1,405.38 sqm / 111 Rolls
 - c. Third shipment on hold with India Manufacturer
2,773.70 sqm / 201 Rolls
 - d. Double Stick Rubber Underlay delivered to site February 18, 2022
4,521.00 sqm / 300 Rolls

Also, at this stage of the project, we require full payment of the material value.

This is for your information and immediate action.

For & On behalf of Goodrich Global Trading LLC,


David Jordan Thomas
Business Development Manager



cc: David Yeo – General Manager
cc: Michelle Castro – Head of Finance

11. Electronic Communications System (1.4)	Aconex
12. Free issue materials:	N/A
13. Subcontract damages for Delay (8.7) per day:	0.1% per day of the Accepted Subcontract Amount
14. Limit of Penalties for Delay (8.7):	10% of the Accepted Subcontract Amount
15. The Accepted Subcontract Amount for the whole of the Works:	AED 987,853.00
16. Basis of Accepted Subcontract Amount (14.1):	Fixed Lump Sum
17. Subcontractors Monthly Statement Submission Date (14.3):	25 th of the month
18. Time for Payment (14.6):	75% of invoice value to be certified as per material on site (30 days upon MIR Approval/Engineer Inspection), 15% on vesting certificate (material offsite), 67 days from the month end that the subcontractor submits monthly invoice or 7 days from contractor's receipt of corresponding monies from the Employer, whichever is later.
19. Retention to be Deducted (14.6):	10% of each month's Interim Subcontract Payment
20. Limit of Retention (14.6):	5% of the Accepted Subcontract Amount
21. Subcontract Performance Security Amount (4.2):	10% of the Accepted Subcontract Amount (cheque)
22. Subcontractor Advance Payment Amount (14.2):	15% of the Accepted Subcontract Amount (undated security cheque to be returned after material delivery)
23. Advance Payment Amortisation Rate (14.2):	N/A
24. Parent Company Guarantee (4.2)	N/A
25. DAB members	Three
26. Insurances	
26.1 Workers' Compensation Insurance	By Subcontractor
26.2 Employer's Liability Insurance	By Subcontractor
26.3 Motor Vehicle Third Party and Passenger Liability Insurance	By Subcontractor
26.4 Professional Indemnity Insurance	By Subcontractor
26.5 Third Party Liability Insurance	By Subcontractor
26.6 Freight or Marine Transit or Marine Cargo Insurance	By Subcontractor
26.7 Machinery All Risk Insurance	By Subcontractor
26.8 Construction All Risk Insurance	By Contractor



Date: 5 May 2022

Goodrich Global
SINCE 1983

M/s. ROBERTS - PIZZAROTTI JV
P.O Box No: 184886
Dubai, UAE

Project: Plot 18, Plot BB.B03,018, Business Bay, Dubai
UAE

Subject: Supply, Delivery and Installation of Carpets to Guestrooms

STATEMENT OF ACCOUNT

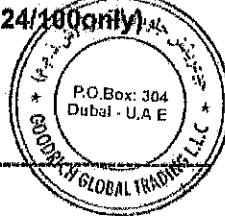
<u>Sl. #</u>	<u>Description</u>	<u>Amount (AED)</u>
1.	Total value of SubContract	987,853.00
2.	Less Retention (10%)	-98,785.30 X Wrong.
3.	Less Advance payment (15%)	-148,177.95
4.	Less Previous payment/PC (excl. VAT)	0.00
5.	Balance amount (excl. VAT)	740,889.75
6.	Add 5% VAT amount	37,044.79
7.	Balance amount (incl. VAT)	777,934.24

(Dirhams Seven Hundred Seventy Seven Thousand Nine Hundred Thirty Four &

24/100 only)

(Stamp & Signature)

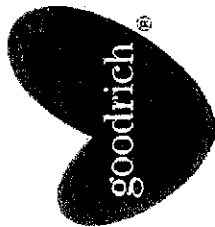
M/s. Goodrich Global Trading works LLC.



GOODRICH GLOBAL TRADING L.L.C., P.O. Box 304, Dubai, United Arab Emirates

Tel : (+971) 4 889 5770 | Fax : (+971) 4 889 5771 | info_dubai@goodrichglobal.com | www.goodrichglobal.com

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Goodrich Global
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Material on Site Record

Item	Description	MIR REFERENCE NO.	No. of Rolls Delivered	BOQ	Delivery Note Date	Delivery Note No.	Unit	Rate	Qty Received on Site		Amount
									Previous Month	This Month	
A	CARPET RUG (Original Contract)										
1	Carpet Ref HTL-CA-01 and HTL-CA-02		117	5,810.90	15-Feb-22	GGT-1189	m2	170.00		1,357.51	1,357.51
2	OS50Ease Double Stick Rubber Underlay		300	5,810.90	18-Feb-22	GGT-1188	m2	-		4,521.00	230,776.70
TOTAL SUMMARY										1,357.51	230,776.70

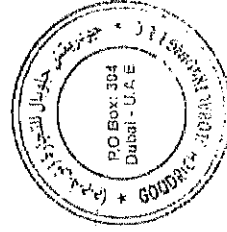
6-May-2022

Material on site value 75% 173,082.53

Material Offsite Record

Item	Description	MIR REFERENCE NO.	No. of Rolls	BOQ	Delivery Note Date	Delivery Note No.	Unit	Rate	Qty offsite Site		Amount
									Previous Month	This Month	
A	CARPET RUG (Original Contract)										
1	Carpet Ref HTL-CA-01 and HTL-CA-02		312				m2	170.00		4,453.39	757,076.30
TOTAL SUMMARY										4,453.39	757,076.30

Material offsite value 15% 113,561.45



GOODRICH GLOBAL TRADING L.L.C.

P.O. Box 304, Dubai, United Arab Emirates

Tel : (+971) 4 889 5770 | Fax : (+971) 4 889 5771

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Singapore (HQ) | China | Hong Kong | India | Indonesia | Myanmar | Philippines | Thailand | United Arab Emirates | Vietnam



Goodrich Global
SINCE 1983

MONTHLY PAYMENT APPLICATION



Payment Application No.	2
Works Done up to:	N/A
SubContractor:	GOODRICH GLOBAL TRADING LLC

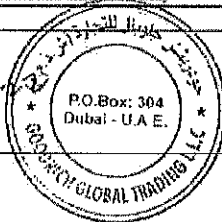
Project:	PLOT 18, PLOT BB B03 D18, BUSINESS BAY, DUBAI, UAE
Scope of Works:	SUPPLY, DELIVERY AND INSTALLATION OF CARPETS TO GUESTROOMS
Sub-Contract No.:	17001DH/SCA/D&B/40-01-58-GGT DATED 19TH AUGUST 2021
Customer Name:	ROBERTS-PIZZAROTTI JV
Contract Type:	FIXED LUMP SUM

Project Value Details		
	Sr. No.	Amount (AED)
Original Contract Value	A	987,853.00
Total Variation Order Value-On Account	B	0.00
TOTAL VALUE		987,853.00

Valuation Details		Previous	Current	Commulative
A - Gross Value of Work Done	n/a			
1 Original contract		0.00	0.00	0.00
2 Variation Order		0.00	0.00	0.00
3 Material on Site-Original Contract		0.00	173,082.53	173,082.53
3 Material offsite-Original Contract		0.00	113,561.45	113,561.45
Sub-Total A		0.00	286,643.97	286,643.97
B - Add : Advance payment Certified (PAID)	15%	148,177.95	0.00	148,177.95
C- Less: Deductions				
1 Retention	10%	0.00	(28,664.40)	(28,664.40)
2 Advance payment recovery-Original Contract	N/A	0.00	0.00	0.00
Sub-Total C		0.00	(28,664.40)	(28,664.40)
D - Net Amount for this Application (A+B+C)		148,177.95	257,979.57	406,157.52
E - Add 5% VAT	5%	7,408.90	12,898.98	20,307.88
F- Net Amount including VAT		155,586.85	270,878.55	426,465.40

Remarks: Material on site and offsite as of May 2022

For Goodrich Global Trading LLC	For ROBERTS-PIZZAROTTI JV
 Name, Signature & Date	 Name, Signature & Date



Mithun Vallar Veetil

From: Kevin Davies
Sent: 19 May 2022 17:26
To: Goodrich UAE - David Jordan; Goodrich UAE - Michelle Castro; Mithun Vallar Veetil
Cc: Saman Kulasoorya; Anil Kumar Kariyappa; Goodrich UAE - David Yeo; David Leitch
Subject: RE: Dorchester - Carpets to Guest rooms

Hi David,

We need to place the order so you can submit your application & we can process Subcontract payments.

With regards to the floor preparation & trims, based on the RPJV subcontract these do appear to be in your scope - regardless of what has been shown on shop drawings.

Regards

Kevin



Kevin Davies

Commercial Manager

E kevin.davies@khansaheb.ae | M +971 50 651 1597 | T +971 4 605 7200

From: Goodrich UAE - David Jordan <david.jordan@goodrichglobal.ae>

Sent: 19 May 2022 10:37 AM

To: Kevin Davies <kevin.davies@khansaheb.ae>; Goodrich UAE - Michelle Castro <Michelle.Castro@goodrichglobal.ae>; Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>

Cc: Saman Kulasoorya <saman.kulasooriya@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Goodrich UAE - David Yeo <David.Yeo@goodrichglobal.ae>; David Leitch <david.leitch@omniyat.com>; Christopher Thomas <christopher.thomas@omniyat.com>

Subject: RE: Dorchester - Carpets to Guest rooms

Importance: High

Dear Kevin,

Thank you for the email and for taking my call yesterday.

For the materials that are available in Dubai (Dorchester site and Goodrich warehouse), I would like to request up-to-date payment for these materials so we can pay the suppliers and we can get the 3rd shipment from the India factory shipped to Dubai. Kindly help and consider this request since materials had been available for quite some time and if we need to arrange site delivery or offsite inspection for the 2nd shipment let us know.

Just to highlight once again that surface preparation and metal trim are not part of our scope, soon as I get access to Aconex, I will share the approvals/drawings we received from Roberts Cons.

Sincerely yours,

David Jordan Thomas "DJ"





+971.54.252.3888

GOODRICH GLOBAL TRADING LLC



APPENDIX 2
TENDER CLARIFICATION SCHEDULE
COMMERCIAL TRADE CHECKLIST

 KCE		Form: TC-16 Rev: 0
Project Title: Dorchester Hotel & Residence, Business Bay Subcontractor: Goodrich Global Trading Works LLC		Contract No.: 201A22002 Date: 18.05.22
No	Item	Comments
Carpet Sheet and Tile		
1.	Confirm that the subcontractor will check the quality of the substrate prior to commencing works and if sub-standard that this will be brought to the attention of KCE.	Subcontractor Confirmed
2.	If underlay is required, ensure this is allowed for by the subcontractor (or not excluded).	Included in Subcontractor Scope
3.	Confirm that the subcontractor has checked that the tackifier is compatible with the substrate.	Subcontractor Confirmed
4.	If required, check that the subcontractor has allowed for edge grippers, threshold and edge strips.	SC should comply with specification, drawings as per previous SC order documents
5.	Check if the tiles can be laid in any orientation. If not, then confirm the subcontractor has allowed for laying these in one direction.	SC should comply with specification, drawings as per previous SC order documents
6.	Confirm who will supply and fit the protection (and the type - fire retardant) and that this has been included.	Confirmed included in Subcontractors scope
7.	Agree unloading, storage and distribution of materials.	included in Subcontractors scope
8.	Where the subcontractor is providing mat-wells, make sure that the frame (supply and fix) is included. This should include the builders work associated with setting the frame.	SC should comply with specification, drawings as per previous SC order documents
9.	Ensure pattern arrangements are clearly identified and agreed with Consultant, ie if carpet has a linear / lined pattern what happens at turns / angles. This can affect wastage.	SC should comply with specification, drawings as per previous SC order documents
10.	Confirm that the subcontractor has allowed for all edge trims / door thresholds etc.	SC has allowed as per the specification, drawings as per previous SC order documents
11.	Requirement for climate control to be clearly identified.	SC should comply with specification, drawings as per previous SC order documents
12.	Protection to be included in subcontractor's scope until handover to KCE.	included in Subcontractors scope
13.	Can air-conditioned storage be provided inside the building for materials? If external containers required, try to include in subcontractor scope.	SC confirmed not required and majority of materials available within the building
14.	Include for mock-ups (off/on site) if required.	Included in Subcontractors scope
15.	Ensure that subcontractor has allowed for wastage.	included by SC within the rates
All (including Vinyl)		
16.	Where any known return visits are required due to differing material interfaces, confirm that the sub-contractor has allowed for them.	Allowed as necessary
17.	Check the specification to see if the stair nosings, edge trims, etc are mechanically fixed and that the subcontractor has included this (or not excluded it).	Not Applicable
18.	If the specification is silent, then confirm the type of skirting allowed for (lay on or formed).	SC should comply with specification, drawings as per previous SC order documents
19.	Subcontractor price shall be inclusive of wastage of materials as some Subcontractors tend to price unit rates without wastage.	included by SC within the rates
20.	Subcontractor's rate should be inclusive of any cutting involved for floor boxes, openings, columns and any obstructions.	SC should comply with specification, drawings as per previous SC order documents

 KCE		Form: TC-16 Rev: 0
Project Title: Dorchester Hotel & Residence, Business Bay Subcontractor: Goodrich Global Trading Works LLC		Contract No.: 201A22002 Date: 18.05.22
No	Item	Comments
21.	Dividing and threshold strips as required should be part of part of Subcontractor's scope of work. Include the same if has not priced earlier.	SC should comply with specification, drawings as per previous SC order documents
22.	Warranties & guarantees shall be issued upon completion of works as per contract conditions.	SC to provide as per the specification
23.	Check Subcontractor has included for all Attic stock for Client.	SC should comply with specification, drawings as per previous SC order documents
24.	Subcontractor must submit As-Built Drawings, O&M Manuals and all required Guarantees & Warranties by a date agreed during the post tender review meeting.	As per contract requirements. When requested by KCE/Engineer/Client.



APPENDIX 3
K05 SUMMARY OF ATTENDANCES & FACILITIES

APPENDIX - 3: SUMMARY OF ATTENDANCES & FACILITIES

K05

This schedule outlines the attendances and facilities which are to be provided by KCE and those that are to be provided by the Subcontractor. Those facilities provided by KCE shall be used in common with other Subcontractors. All facilities provided by the Subcontractor are to meet the minimum requirements described in KCE's procedures and K Standards. Failure to meet these requirements may result in KCE taking remedial action with all associated charges being levied against the Subcontractor's account.

Ref	Description	KCE	Sub-Contractor
1	Site Facilities		
1.1	Area for Subcontractor's offices	✓	<input type="checkbox"/>
1.2	Area for Subcontractor's storage	✓	<input type="checkbox"/>
1.3	Offices for Subcontractor's staff	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Buildings / containers for Subcontractor's storage	<input type="checkbox"/>	✓
1.5	Specific security of Subcontractor's facilities and material (general security by KCE as 1.8)	<input type="checkbox"/>	✓
1.6	Toilet and washing facilities	✓	<input type="checkbox"/>
1.7	Canteen facilities (if applicable)	n/a	n/a
1.8	General security / hoarding to perimeter of site / laydown areas	✓	<input type="checkbox"/>
1.9	Provision of first aider(s) & all equipment	<input type="checkbox"/>	✓
1.10	Provision of telephone and internet connection	<input type="checkbox"/>	✓
1.11	Telephone and internet monthly charges	<input type="checkbox"/>	✓
1.12	Computers, printers & other electrical office equipment	<input type="checkbox"/>	✓
1.13	Provision of office furniture	<input type="checkbox"/>	✓
1.14	Provision of office stationary	<input type="checkbox"/>	✓
1.15	Provision of office consumables (milk, tea, coffee etc.)	<input type="checkbox"/>	✓
2	Temporary Services		
2.1	Provision of temporary power & water to office & storage buildings	✓	<input type="checkbox"/>
2.2	Provision of a temporary power connection for the works 50m from the workface (110v)	✓	<input type="checkbox"/>
2.3	Safe distribution of power from the above connection (item 2.2)	<input type="checkbox"/>	✓
2.4	Provision of a water connection point 50m from the workface	✓	<input type="checkbox"/>
2.5	Distribution of water to the workface 50m from the above connection point (item 2.4)	<input type="checkbox"/>	✓
2.6	Task lighting	<input type="checkbox"/>	✓
2.7	Safety lighting (in order to provide safe access and egress)	✓	<input type="checkbox"/>
3	The Works		
3.1	Setting out - main grid lines & datum points (at SC cost as main Contract matrix)	✓	<input type="checkbox"/>
3.2	Setting out of the Subcontract works	<input type="checkbox"/>	✓
3.3	Competent Supervision of the Subcontract works and labour	<input type="checkbox"/>	✓
3.4	Protection of the Subcontract works & removal of protection on completion	<input type="checkbox"/>	✓
3.5	Disposal of waste to site refuse area	<input type="checkbox"/>	✓
3.6	Segregation of waste in to the designated waste skip; hazardous waste only empty containers	<input type="checkbox"/>	✓
3.7	Disposal of waste off site to an approved location	✓	<input type="checkbox"/>
3.8	Disposal of hazardous waste off site to an approved location (if Applicable)	✓	<input type="checkbox"/>
3.9	Provision of personal protective equipment (<i>KCE Gloves & Eye protect Policy</i>)	<input type="checkbox"/>	✓
3.10	Provision of samples & mock ups	<input type="checkbox"/>	✓
3.11	Testing / commissioning (where applicable to SC Works)	<input type="checkbox"/>	✓
3.12	Cleanings and housekeeping Labour- Dedicated team for daily regular progressive clean-up	<input type="checkbox"/>	✓
3.13	Final clean of Subcontract Works	<input type="checkbox"/>	✓
3.14	Temporary works (if applicable)	<input type="checkbox"/>	✓

Ref	Description	KCE	Sub-Contractor
4	Craneage & Hoisting		
4.1	Shared use of KCE tower cranes (if available on site)	✓	<input type="checkbox"/>
4.2	Mobile cranes	<input type="checkbox"/>	✓
4.3	Shared use of hoists and / or service lifts (If available on site)	✓	<input type="checkbox"/>
4.4	Offloading Subcontractor's deliveries (within the areas identified in KCE's logistic / crane plan & within maximum crane lifting limits)	<input type="checkbox"/>	✓
4.5	Offloading Subcontractor's deliveries (Outside of areas shown in KCE logistic / crane plan)	<input type="checkbox"/>	✓
4.6	Loading out Subcontractor materials to the place of installation	<input type="checkbox"/>	✓
4.6a	Horizontal distribution of material , plant & equipment's	<input type="checkbox"/>	✓
4.7	Specialist lifting accessories i.e Spreader beams, frames etc	<input type="checkbox"/>	✓
5	Access & Equipment		
5.1	Provision of small tools & hand held power tools (110 volt only)	<input type="checkbox"/>	✓
5.2	Small mechanical plant & equipment	<input type="checkbox"/>	✓
5.3	Driver operated plant & equipment (if required)	<input type="checkbox"/>	✓
5.4	Operators for mechanical plant & equipment (if required)	<input type="checkbox"/>	✓
5.5	Provision of fuel, water, gas and the like to power mechanical equipment	<input type="checkbox"/>	✓
5.6	Mobile scaffold towers (where permitted by KCE SPM, see also 7.2)	<input type="checkbox"/>	✓
5.7	Mechanical/electrical working platforms - scissor lifts, cherry pickers and the like	<input type="checkbox"/>	✓
5.8	Independent access scaffold up to platform height of 3 m by SC	<input type="checkbox"/>	✓
5.9	Independent access scaffold platform height above 3 m	✓	<input type="checkbox"/>
5.10	Birdcages & specialist crash decks	✓	<input type="checkbox"/>
5.11	Handrail edge protection	✓	<input type="checkbox"/>
5.12	Debris netting & protection	✓	<input type="checkbox"/>
5.13	Access stairs to the works	✓	<input type="checkbox"/>
5.14	Task specific fire extinguishers where required (e.g. for hot works)	<input type="checkbox"/>	✓
5.15	Task specific safety signage	<input type="checkbox"/>	✓
6	Personal Protective Equipment (PPE)		
6.1	Provision of all KCE mandatory PPE including but not limited to, branded overalls & high visibility vests, safety footwear, heavy duty safety helmets, safety gloves, safety glasses. Note; Any operative attending site with poor quality PPE or without the mandatory PPE, will either be refused entry or issued with the correct PPE with the cost being deducted from the subcontractor's account.	<input type="checkbox"/>	✓
6.2	All task specific PPE required to comply with the approved safe system of work documented through KCE's K-Standards or the method statement, risk assessment and COSHH assessment must be provided.	<input type="checkbox"/>	✓
7	Any Other Specific Facilities & Attendances Identified Below		
7.1	The SC shall use it best endeavours to ensure the collection & removal of recyclable waste materials generated by the Subcontractor (& its supply chain) is returned to source and not included in skips to be disposed off as waste.	<input type="checkbox"/>	✓
7.2	MEWP's to be used wherever possible, mobile scaffold towers use to be approved by KCE SPM	<input type="checkbox"/>	✓
7.3	High visibility vests with company name, designation	<input type="checkbox"/>	✓
7.4	Safety Helmet with names/ designation	<input type="checkbox"/>	✓
		<input type="checkbox"/>	<input type="checkbox"/>
8	Confined Space Works (only to extent applicable for the SC Works)		
8.1	Multi gas monitor	<input type="checkbox"/>	✓
8.2	Rescue harness per entrant	<input type="checkbox"/>	✓
8.3	Rescue tripods & winches	<input type="checkbox"/>	✓
8.4	Mechanical ventilation, extraction & air movement equipment	<input type="checkbox"/>	✓
8.5	Emergency rescue escape sets (for medium & high risk works).	<input type="checkbox"/>	✓
8.6	Means of communication (e.g. Radio)	<input type="checkbox"/>	✓

Ref	Description	KCE	Sub-Contractor
9	MEP Specific Attendances (only to extent applicable for the SC Works)		
9.1	Provision of power for testing & commissioning	<input type="checkbox"/>	<input type="checkbox"/>
9.2	Provision of water for testing & commissioning	<input type="checkbox"/>	<input type="checkbox"/>
9.3	Disposal of water for testing & commissioning	<input type="checkbox"/>	<input type="checkbox"/>
9.4	Provision of concrete plinths for MEP support	<input type="checkbox"/>	<input type="checkbox"/>
9.5	Provision of other MEP support - steelwork, service pads and the like (to extent applicable to SC Works)	<input type="checkbox"/>	<input type="checkbox"/>
9.6	Antivibration pads / floating floors and the like (to the extent applicable to the SC Works)	<input type="checkbox"/>	<input type="checkbox"/>
9.7	Provision of spares & tools	<input type="checkbox"/>	<input type="checkbox"/>
9.8	Marking of BWIC openings	<input type="checkbox"/>	<input type="checkbox"/>
9.9	Preparation of builders work drawings prior to the works being undertaken	<input type="checkbox"/>	<input type="checkbox"/>
9.10	SC to provide all necessary details and information for MC to prepare co-ordinated shop drawings	<input type="checkbox"/>	<input type="checkbox"/>
9.11	Sealant around services, sanitary ware, equipment etc.	<input type="checkbox"/>	<input type="checkbox"/>
9.12	Provision of fire extinguishers (permanent works)	<input type="checkbox"/>	<input type="checkbox"/>
9.13	Replacement of fused bulbs until handing over the works	<input type="checkbox"/>	<input type="checkbox"/>
9.14	Provision of acoustic requirements around services / service penetrations	<input type="checkbox"/>	<input type="checkbox"/>
9.15	Provision of manhole covers & frames (Gratings / Covers etc inside pool)	<input type="checkbox"/>	<input type="checkbox"/>
9.16	Provision of temporary cap ends to drainage, vent & RW pipes during the works	<input type="checkbox"/>	<input type="checkbox"/>
9.17	Coring & drilling through walls & floors less than 200mm dia. (Where due to WM errors)	<input type="checkbox"/>	<input type="checkbox"/>
9.18	Coring & drilling through walls & floors greater than 200mm dia.	<input type="checkbox"/>	<input type="checkbox"/>
9.19	Chasing out walls & floors	<input type="checkbox"/>	<input type="checkbox"/>
9.20	Forming openings in new walls (subject to conformance with item 9.9)	<input type="checkbox"/>	<input type="checkbox"/>
9.21	Fire stopping generally	<input type="checkbox"/>	<input type="checkbox"/>
9.22	Fire stopping between MEP services & the service sleeve	<input type="checkbox"/>	<input type="checkbox"/>
9.23	Fire stopping between service sleeve and the opening	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

.....
Signed on behalf of the SC

.....
Date



APPENDIX 4
BILL OF QUANTITIES

BILL OF QUANTITIES

CONTRACT NAME: Dorchester Hotel & Residences

Date : 26.05.22

CONTRACT NO : 201A22002

SUBCONTRACTOR: Goodrich Global Trading LLC

Item	Description	Quantity	Unit	Rate	Amount
	CARPET				
	Supply & installation of carpet type:				
1	HTL-CA-01 (Size 18.6sqm) - Room Type 703 (2A,B,C,D)	1,739.10	m2	170.00	295,647.00
2	HTL-CA-01 (Size 17.2sqm) - Room Type 704 (3A,B,D,E)	1,078.00	m2	170.00	183,260.00
3	HTL-CA-02 (Size 2sqm) - Room type 704 (3A,B,D,E)	125.40	m2	170.00	21,318.00
4	HTL-CA-01 (Size 19.1m2) - Room Type 4A & 48	105.60	m2	170.00	17,952.00
5	HTL-CA-01 (Size 22 m2 - Room Type 5A	217.80	m2	170.00	37,026.00
6	HTL-CA-01 (Size 22 m2) - Room Type 6A	121.00	m2	170.00	20,570.00
7	HTL-CA-01 (Size 16.2 m2) - Room Type 7A	89.10	m2	170.00	15,147.00
8	HTL-CA-01 (Size 21 m2) - Room Type 7A	115.50	m2	170.00	19,635.00
9	HTL-CA-02 (Size 3.5 m2) - Room Type 7A	19.80	m2	170.00	3,366.00
10	HTL-CA-01 (Size 16.2 m2) - Room Type 8A	89.10	m2	170.00	15,147.00
11	HTL-CA-01 (Size 21 m2) - Room Type 8A	115.50	m2	170.00	19,635.00
12	HTL-CA-02 (Size 3.5 m2) - Room Type 8A	19.80	m2	170.00	3,366.00
13	HTL-CA-01 (Size 8.2 m2) - Room Type 9A	17.60	m2	170.00	2,992.00
14	HTL-CA-01 (Size 10 m2) - Room Type 9A	22.00	m2	170.00	3,740.00
15	HTL-CA-02 (Size 1.7 m2) - Room Type 9A	3.30	m2	170.00	561.00
16	HTL-CA-01 (Size 7 m2) - Room Type 9B	15.40	m2	170.00	2,618.00
17	HTL-CA-01 (Size 10 m2) - Room Type 9B	22.00	m2	170.00	3,740.00
18	HTL-CA-02 (Size 2 m2) - Room Type 9B	4.40	m2	170.00	748.00
19	HTL-CA-01 (Size 17.3 m2) - Room Type 10A	95.70	m2	170.00	16,269.00
20	HTL-CA-01 (Size 7.3 m2) - Room Type 10A	40.70	m2	170.00	6,919.00
21	HTL-CA-02 (Size 2 m2) - Room Type 10A	11.00	m2	170.00	1,870.00
22	HTL-CA-01 (Size 23.3 m2) - Room Type 10B	77.00	m2	170.00	13,090.00
23	HTL-CA-01 (Size 14m2) - Room Type 10B	46.20	m2	170.00	7,854.00
24	HTL-CA-02 (Size 2.6 m2) - Room Type 10B	8.80	m2	170.00	1,496.00
To Collection					713,966.00

BILL OF QUANTITIES

CONTRACT NAME: Dorchester Hotel & Residences

Date : 26.05.22

CONTRACT NO : 201A22002

SUBCONTRACTOR: Goodrich Global Trading LLC

Item	Description	Quantity	Unit	Rate	Amount
	CARPET (CONT'D)				
25	HTL-CA-01 (Size 1.2m2) - Room Type 11A/B/C/D	25.30	m2	170.00	4,301.00
26	HTL-CA-01 (Size 3.1m2)- Room Type 11A/B/C/D	64.90	m2	170.00	11,033.00
27	HTL-CA-01 (Size 12.7m2) - Room Type 11A/B/C/D	265.10	m2	170.00	45,067.00
28	HTL-CA-01 (Size 26.3m2) - 11A/B/C/D	550.00	m2	170.00	93,500.00
29	HTL-CA-01 (Size 27.4m2) - Room Type 12A	150.70	m2	170.00	25,619.00
30	HTL-CA-01 (Size 9.8m2) - Room Type 12A	53.90	m2	170.00	9,163.00
31	HTL-CA-02 (Size 2 m2) - Room Type 12A	11.00	m2	170.00	1,870.00
32	HTL-CA-01 (Size 21 m2) - Room Type 13A	23.10	m2	170.00	3,927.00
33	HTL-CA-01 (Size 12 m2) - Room Type 13A	13.20	m2	170.00	2,244.00
34	HTL-CA-02 (Size 2.2 m2) - Room Type 13A	2.20	m2	170.00	374.00
35	HTL-CA-01 (Size 23.5m2) - Room Type 14A	103.40	m2	170.00	17,578.00
36	HTL-CA-01 (Size 9 m2) - Room Type 14A	39.60	m2	170.00	6,732.00
37	HTL-CA-02 (Size 4.5 m2) - Room Type 14A	21.60	m2	170.00	3,672.00
38	HTL-CA-01 (Size 16.2 m2)- Room Type 15A	35.20	m2	170.00	5,984.00
39	HTL-CA-01 (Size 21 m2) - Room Type 15A	46.20	m2	170.00	7,854.00
40	HTL-CA-02 (Size 3.5 m2) - Room Type 15A	7.70	m2	170.00	1,309.00
41	HTL-CA-01 (Size 18 m2) - Room Type 16	59.40	m2	170.00	10,098.00
42	HTL-CA-02 (Size 4.3 m2) - Room Type 16	14.30	m2	170.00	2,431.00
43	HTL-CA-01 (Size 16.8m2) - Room Type 19A	111.10	m2	170.00	18,887.00
44	HTL-CA-02 (Size 2 m2) - Room Type 19A	13.20	m2	170.00	2,244.00
	Advance Payment Paid by RPJV				(148,177.95)
To Collection					125,709.05

BILL OF QUANTITIES			
CONTRACT NAME:	Dorchester Hotel & Residences	Date :	26.05.22
CONTRACT NO :	201A22002		
SUBCONTRACTOR:	Goodrich Global Trading LLC		

Date : 26.05.22

201A22002

Goodrich Global Trading LLC

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