

خانصا

KHANSAHEB

خانصا

KHANSAHEB CIVIL ENGINEERING L.L.C.

Construction Division

Al Rashidiya

P. O.Box 2716

Dubai, United Arab Emirates

خانصا للهندسة المدنية ذ.م.م.

قسم الإنشاءات

الراشدية

ص.ب ٢٧١٦

دبي، الإمارات العربية المتحدة

**MINOR WORKS SUBCONTRACT ORDER NO. 201A22002/54
PROJECT NAME: Dorchester Hotel & Residences (Completion Works)**

XCalibur Emirates LLC

P.O. Box 555

Sharjah, U.A.E.

Tel: 06 5352023

Fax:

CONTRACT NO. : 201A22002

SITE CONTACT : Mr. Chris McCann

SITE TEL. NO. : 050 5873058

DATE : 29th September 2022

OUR REF. : SW/CM/KBD/ARM/201A22002/54

PLEASE CARRY OUT THE WORK DESCRIBED BELOW IN LINE WITH THE ENCLOSED AND REFERENCED DOCUMENTS AND SUBJECT TO THE SUBCONTRACT GENERAL TERMS AND CONDITIONS:

Design (to the extent described in the Main Contract), procure, fabricate, supply, deliver, offload, handle, distribute, install, protect, maintain and guarantee Stair Nosing Works, all in accordance with the subcontract documents, drawings, specifications and all as generally described in the below listed Subcontract documents and to the satisfaction of the Engineer (Subcontract Works) for the sum of Dhs. 221,889.00 (Dirhams Two Hundred Twenty One Thousand, Eight Hundred and Eighty Nine Only) QUANTITIES ARE SUBJECT TO RE-MEASUREMENT ON COMPLETION (Subcontract Price).

NOTE: This order is subject to receiving approval by the Engineer of the Subcontractor's pre-qualification documents, material / shop drawings submittals and method statement etc.

ATTACHMENTS: 1. KCE email enquiry dated 27.07.2022, 16:35 (5 pages).
2. XSS quotation ref. XSS/Q 215/2022/SPU - REV 2 dated 25.08.2022 (1 page).
3. KCE letter ref. 201A22002/K100/KD/SK/0121 dated 29.09.2022 (28 pages).
4. Bill of Quantities (1 page).
5. Subcontract: General Terms and Conditions (2 pages).

PROGRAMME : As attached and/or in line with the requirements of Khansaheb's Project Management Team to suit the relevant times prescribed within the Main Contract Programme.

PAYMENT TERMS

As detailed within the attached Subcontract documents.

PARTICULARS OF MAIN CONTRACT:

MAIN CONTRACTOR

: Khansaheb Civil Engineering LLC

EMPLOYER

: Sky Palace Real Estate Developments LLC

EMPLOYER'S REPRESENTATIVE

: Omniyat Concept Investments LLC

FORM OF MAIN CONTRACT

: FIDIC 1st Edition 1999

DEFECTS LIABILITY PERIOD

: As Main Contract

FOR AND ON BEHALF OF KHANSAHEB CIVIL ENGINEERING L.L.C


Eirian Morris/Steve Flint
Commercial Director/Managing Director




Tariq Hussain Khansaheb/
Amer Abdulaziz Khansaheb/Maher Khansaheb

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م www.khansaheb.ae



Anil Kumar Kariyappa

From: Anil Kumar Kariyappa
Sent: 27 July 2022 16:35
To: sahyeed@x-calibur.us
Cc: Mithun Vallar Veetil; Saman Kulasooryia; Donavelle B Maquimot
Subject: Dorchester- Enquiry for Supply & Installation of Stair Nosing
Attachments: 201A22002-K100-KD-SK-AK-00033.pdf; Appendix-1.pdf; Appendix-2.pdf; Appendix-3.pdf; Stair Nosing BOQ.xlsx; Stairs- Relevant Specs.pdf; BSBG-AR-SP-0002_Main Spec Rev01.pdf; A-4121 Authority Dwg.pdf; KCE-AX-RFI-PW-00025_R.pdf

For the attention of Mr. Sahyeed

Dear Sir,

Project : DORCHESTER HOTEL & RESIDENCES, DUBAI, UAE

Package: STAIR NOSING WORKS

Further to our discussion, please find attached the enquiry for the supply & installation of stair nosing at Dorchester Hotel & Residences and submit your quote at the earliest. Your price should be inclusive of all the wastages, necessary fittings, fixtures, consumables, sealant etc

Attached tentative BOQ, relevant drawings and specifications, RFI response for quick reference. Full set of tender documents can be downloaded from the link below.

Please mention about the lead time for the materials in the quote.

Should you have any queries, feel free to contact us.

<https://we.tl/t-PDcrXqy7UM>

Regards,



Ref: 201A22002/K100/KD/SK/AK/00033

K06
Date: 27/07/2022

X-Calibur International FZC
P.O. Box 120636
Sharjah
United Arab Emirates

For the attention of Mr. Sahayeed P U

Dear Sir,

Project : DORCHESTER HOTEL & RESIDENCES, DUBAI, UAE

Package: STAIR NOSING WORKS

We invite you to submit a quotation for the above subcontract works as described in the enclosed Appendix-1: Project Particulars, Appendix-2: Schedule of Tender Documents, Appendix-3: Summary of Attendances & Facilities.

Your quotation is to comply with all provisions of the Main Contract documents which are available at our offices for your inspection. The successful Tenderer will be required to enter into our Standard Form of Subcontract, which is based upon the FIDIC Conditions of Subcontract recommended for use in conjunction with the form of Main Contract that is applicable to this project. A copy of our Standard Form of Subcontract is also available for inspection at our office.

Your quotation should explicitly state:-

1. If any deviation from the Contract Specification has been included.
 2. If any item has been excluded or omitted.

Upon review of these documents, should you identify any areas of value engineering or any alternative solutions or materials that you wish to propose then these should be submitted as an alternative offer. Please note that these will only be considered where a fully compliant offer has also been submitted.

Should you fail to highlight any of the above, your quotation shall be assumed to be totally compliant and complete in every respect.

Your quotation should be submitted no later than 01/08/22 marked for the attention of Mr. Kevin Davies (Commercial Manager).

If you are unable to submit an offer, please inform us immediately and return all Tender documentation.

On behalf of Khansaheb Civil Engineering L.L.C

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Kevin Davies
Commercial Manager, Construction Division

Enc. Appendix 1: Project Particulars
Appendix 2: Schedule of Tender Documentation
Appendix 3: Summary of Attendances & Facilities K05



APPENDIX - 1: PROJECT PARTICULARS

Project Name:	DORCHESTER HOTEL & RESIDENCES, DUBAI, UAE
Project Location:	DUBAI, UAE
Employer:	SKY PALACES REAL ESTATE DEVELOPMENT LLC
Engineer / Employer's Rep:	OMNIYAT
Package Title:	STAIR NOSING WORKS
Package Scope:	Main elements of the balance works are summarised below but are not limited to the information below and the issued tender documents: <ol style="list-style-type: none"> Supply & Installation of aluminium stair nosing as per the drawings, specifications, RFI response and Authority requirements including the wastages.

Validity of Quote:	90 days
Type of Quotation:	Lumpsum
Fixed Price:	Fixed Price
Payment Terms:	TBA
L.A.D's:	TBA
Retention:	10%
Performance Bond:	10%

Main Contract Start Date:	29-03-22
Main Contract Finish Date:	12-02-23

Indicative Subcontract Dates:	TBA. <i>Main Contract Dates are mentioned above</i>
	The Subcontract programme for these works will be in line with the requirements of the Main Contract programme (i.e. to suit the relevant times prescribed within the Main Contract programme and the requirements of Khansaheb's Project Management Team).

Warranty:	Where the works detailed in this enquiry include any factor of Design, the Subcontractor will warrant in a specified form that such Design complies with the requirements of the Main Contract documents and is not less favourable for the due performance of the works than which is required or implied. This Design shall be carried out with the skill, care and diligence expected of competent designers experienced in providing such Design. Professional Indemnity Insurance cover will also be required in the form and extent stipulated under the Main Contract. The subcontractor will also be required to provide all other warranties and guarantees that are specified and/or required to be provided under the Main Contract.
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GENERAL REQUIREMENTS

- 1). Please provide the following along with your priced offer:
- A brief methodology of how you propose to carry out the works and any relevant logistics information including an outline programme showing engineering, document submittal, off-site and on-site durations.
 - Names and CV's of key personnel that you intend on allocating to the project in the event of an award.
 - The approximate number of man weeks you anticipate it will take to complete your scope of work.
 - A schedule of long lead items associated with the package works.
 - Information in support of your current capacity to carry out this project successfully.
 - Any Main Contractor attendances that you may require. Please note however, other than the use of shared welfare facilities for workers, it is Khansaheb Civil Engineering's policy for all Subcontractors to be self-sufficient in respect of temporary facilities, plant, access, supervision etc. See Summary of Attendances & Facilities Appendix-3
 - A copy of your latest Health & Safety policy including any information on how you intend to manage any specific Health & Safety risks associated with this package.
 - A quality plan clearly identifying on and off-site works including any design (where applicable).
- 2). Any queries arising from your review of the tender documents should be addressed to email: saman.kulasooriya@khansaheb.ae and copied to anil.morabad@khansaheb.ae



APPENDIX - 2: SCHEDULE OF TENDER DOCUMENTATION

The following is a schedule of tender documentation that has been issued with this enquiry relating to the package works. The tenderer is advised that a copy of all of the Main Contract documents are available at our offices for inspection. The tenderer's quotation must include for all works associated with this package and be fully compliant with the requirements of the Main Contract documentation in every respect. Also all works are to be carried out in accordance with KCE's policies, procedures and K-Standards, a copy of which are available on request.

Drawing / Document Title	Drawing Number / Document Ref.	Revision
01. HEALTH & SAFETY		
Comply with the attached K standards.	Soft copy enclosed on folder "Safety standard"	N/A
Safety Policy	Soft copy enclosed on folder "Safety standard"	N/A
02. SCOPE OF WORKS		
The scope of work should be read in conjunction with all other documentation forming this Invitation for Quotation	Refer to Appendix-1	N/A
03. BILL OF QUANTITIES		
BOQ	Attached tentative BOQ for reference	N/A
04. PROGRAMME:		
Tender stage / indicative program.	Tentative dates mentioned in Appendix-1	
05. SPECIFICATIONS:		
Architectural Specifications	246 pages	01
Stairs- Extracted Specifications	4 pages	01
06. DRAWINGS		
Architectural IFC Dwg	A-4121 rev 5, A-4101 rev 4, A-4102 rev 5, A-4103 rev 5, A-4104 rev 4, A-4105 rev 4, A-4106 rev 5, A-4106a rev A, A-4107 rev 4	
Authority Drawings	A-4121 rev 1	
07. TENDER ADDENDA / CLARIFICATIONS		
N/A		
08. OTHER:		
N/A		



X-CALIBUR

STRUCTURAL SYSTEMS

XCalibur Expansion Joint Manufacturing LLC

P.O. Box 25973

Dubai - U.A.E.

Quotation

Our Ref.: X55/Q 215/2022/SPU - REV 2
Date: 25th Aug 2022

To: Khansaheb Civil Engineering LLC
PO Box: 2716, Dubai, U.A.E. Tel: 04 6057200

Attention: Mr. Kevin Davies
Subject: Our best price for the supply of X-Calibur profiles are as follows;

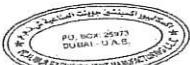
SL No.	Area	DESCRIPTION	UNIT	Qty	Supply Unit Rate	Installation	Total(AED)
	Specification: Supply & Installation of 50mm x 50mm stair nosing & trim including wastages and all the necessary fittings, fixtures, consumables as per the drawings, specification and authority requirements						
1	Stair nosing- Stair 1-Residence; B2 to GF level	X-Joint SN50 RS2	m	75	29.00	8.00	2,775.00
2	Stair nosing- Stair 2-Residence; B2 to 4th Floor level	X-Joint SN50 RS2	m	208	29.00	8.00	7,896.00
3	Stair nosing- Stair 3 Residence; B2 to level 31	X-Joint SN50 RS2	m	1144	29.00	8.00	42,328.00
4	Stair nosing- Stair 4 Residence; B2 to level 31	X-Joint SN50 RS2	m	1144	29.00	8.00	42,328.00
5	Stair nosing- Stair 5 Residence; B2 to GF level	X-Joint SN50 RS2	m	89	29.00	8.00	3,293.00
6	Stair nosing- Stair 6- Residence; B2 to level 29	X-Joint SN50 RS2	m	1036	29.00	8.00	38,332.00
7	Stair nosing- Stair 7; Hotel B2 to roof	X-Joint SN50 RS2	m	1074	29.00	8.00	39,738.00
8	Stair nosing- Stair 8; Hotel B2 to roof	X-Joint SN50 RS2	m	1074	29.00	8.00	39,738.00
9	Stair nosing- Stair 9; Hotel B2 to GFlevel	X-Joint SN50 RS2	m	80	29.00	8.00	2,960.00
10	Stair nosing- Stair 10; Hotel B2 to Ballroom level	X-Joint SN50 RS2	m	73	29.00	8.00	2,701.00
Total (AED)		Two hundred twenty one thousand eight hundred eighty nine dirhams or					221,889.00

OPTIONAL PRICE

11	Supply & Installation of 75mm x 75mm stair nosing & trim including wastages and all the necessary fittings, fixtures, consumables as per the drawings, specification and authority requirements	X-Joint SN75 RS3	55		unit rate only
12	Supply & Installation of 100mm x 100mm stair nosing & trim including wastages and all the necessary fittings, fixtures, consumables as per the drawings, specification and authority requirements	X-Joint SN100 R3	70		unit rate only
Note 1		Additional 5% VAT amount will apply on the final invoice value and to be paid by the Customer, where ever applicable.			
Note 2		<p>Governing Law - Any dispute, difference, controversy or claim arising out of or in connection with this agreement and payment of invoices for services provided, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Finance Center ("the DIFC Courts").</p> <p>Terms & Conditions: 1. Our cost of finance is 2% of the invoice value per month. 2. For payments that are not paid on the due date a late payment charge of 2% per month will be charged to cover our finance costs. 3. If we have to use a debt collection agency to recover overdue payments the cost of debt recovery will be payable by the defaulter.</p>			
Note 3		Mention The quotation number in the LPO			

Price : Ex Works, Sharjah
 Validity: 30 Days from quotation date
 Availability: 3-4 weeks weeks from LPO / Payment confirmation
 Payment: 50% advance and balance on material delivery
 Acct. Name: XCalibur Expansion Joint Manufacturing LLC
 For X-Calibur Structural Systems

Sahyed Punapallil
(00971 555806312)



REFER TO
TENDER
CLARIFICATION
SCHEDULE IN
APPENDIX -2



Ref: 201A22002/K100/KD/SK/00121

29th September 2022

X-Calibur Emirates LLC
 P.O. Box 555
 Sharjah, United Arab Emirates
 Tel No. 06 535 2023

Email. ahamad.suhail@x-calibur.us; sahyeed@x-calibur.us

Attn; Mr. Ahamad Suhail- Group Sales Manager
 Dear Sir,

**Dorchester Hotel & Residences
 Stair Nosing Works - Post Tender Meeting**

Further to the discussion on 15th September 2022, we enclose herewith for your information and further action the following;

- | | |
|--|------------|
| 1. Minutes of Kick off meeting | (13 pages) |
| 2. Schedule of Relevant Correspondence | (1 page) |
| 3. Hand Amended Subcontractor's Tender | (1 page) |
| 4. Tender Clarification schedule | (1 page) |
| 5. K5 Summary of Requirements | (3 pages) |
| 6. Bill of Quantities | (1 page) |

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.

pp *Denne Cole*
 Chris McCann
 Senior Project Manager

Encl. as noted

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F +971 4 285 7539

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W www.khansaheb.ae



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Subcontractor (SC):	X-Calibur Emirates LLC	Meeting Date:	15.09.22

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 the Stair Nosing Works.

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name: Address: Tel No.	X-Calibur Emirates LLC P.O Box 555 Sharjah, UAE 06 535 2023	Name: Address: Tel No.	Khansaheb Civil Engineering LLC P.O.Box 2716 Dubai, UAE 04 605 7200

NAME (SC)		DESIGNATION	NAME (KCE)	DESIGNATION
Present:	Ahamad Suhail Sahyeed Punnappallil	Group Sales Manager Sales Manager	Present:	Ali Saadeddine Anil Kumar

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:	Rouf
Position:	Site Engineer
Mobile No:	055 562 6938
Email:	rouf@x-calibur.us

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 SC confirmed receipt of KCE tender Enquiry: Reference: Enquiry for Supply & Installation of Stair Nosing Dated: 27.07.22 Further communication is listed in the Schedule of Relevant Correspondence attached in Appendix No. 1 of these minutes.		
2.2	Validity of the Subcontractor's Tender		
2.2.1	The SC confirmed its tender reference dated 25-Aug-22 remained valid until	XSS/Q 215/2022/SPU- Rev 2 24-Oct-22	
2.2.2	SC confirmed its tender price as:	AED 221,889.00	
2.2.3	SC confirmed its tender price was: Subject to Remeasurement Fixed Price		
2.2.4	SC confirmed that its rates and prices are fixed until: Issuance of the Performance Certificate		
2.2.5	SC confirmed that after discount its final offer is: AED 221,889.00		
2.3	Insurance, Bonds & Warranties		
2.3.1	SC confirmed that an Advance Payment would not be required	No	
2.3.2	KCE and SC agreed that the Advance Payment would be 30 % of the Subcontract price.		See continuation page
2.3.3	The Advance Payment will be recovered at 30 % of the gross amount certified to the SC in interim payment certificates, until the advance payment has been fully recovered.		
2.3.4	KCE and SC agreed that a Performance Bond would be N/A of the Subcontract price		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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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	Yes	
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: Workmen's Compensation <input type="checkbox"/> S/C Plant & Equipment <input type="checkbox"/> S/C Professional Indemnity <input type="checkbox"/> N/A CAR / Third Party <input type="checkbox"/> Employer		
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: 30th of each month		
	KCE confirmed that payment would be made within <input type="checkbox"/> 15 days of receipt of the corresponding payment from the Employer		
2.4.2	KCE confirmed and the SC agreed that the retention percentage on the work is <input type="checkbox"/> 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: On receipt of the Taking Over Certificate for the Main Contract works		
2.4.4	The Balance of retention release will occur: See Continuation Sheet		
2.4.5	KCE and SC agreed that all retention payments will be made within <input type="checkbox"/> 15 days of receipt of the corresponding payment from the Employer		



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.					
2.4.7	KCE and SC agreed that the Defect Liability Period would be: <table border="1"><tr><td>365</td><td>days</td><td>from date of Taking over certificate</td></tr></table>	365	days	from date of Taking over certificate		
365	days	from date of Taking over certificate				
	Further commercial terms were recorded in the continuation sheets: <input checked="" type="checkbox"/> 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: <table border="1"><tr><td>FIDIC first ed. 1999 Red Book as amended by Particular Conditions (see continuation sheet)</td></tr></table>	FIDIC first ed. 1999 Red Book as amended by Particular Conditions (see continuation sheet)				
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 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: <table border="1"><tr><td>KCE Minor Works Order</td></tr></table>	KCE Minor Works Order				
KCE Minor Works Order						
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: <table border="1"><tr><td>Appendix 2 Clarification schedule</td></tr></table>	Appendix 2 Clarification schedule				
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					



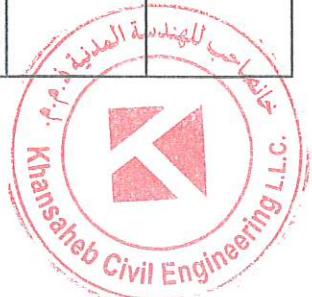
Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
3.0	Design		
3.1	<p>The following design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>Design responsibilites as per the drawings and specification requirement.</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>Design responsibilites as per the drawings and specification requirement.</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	SC confirmed that he has included for the provision of shop drawings: Yes		
3.7	SC agreed to provide all necessary as-built information and records: Yes		
3.8	SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals: Yes		
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.		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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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 border="1"> <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 Kulsooriya</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Title	Name	Project Manager	Chris McCann	Sr. Quantity Surveyor	Saman Kulsooriya				
Title	Name										
Project Manager	Chris McCann										
Sr. Quantity Surveyor	Saman Kulsooriya										
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>										



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date						
5	Technical Sufficiency continued								
5.2	<p>KCE and SC reviewed the KCE Trade Checklist:</p> <p>If yes, the following pertinent points were identified: None</p>	N/A							
5.3	<p>Further minutes were recorded in the continuation sheets:</p> <p>SC summarised what innovation, construction and material alternative options can be offered with potential cost savings: Not Applicable</p>	No							
6.0	Programme								
6.1	<p>KCE confirmed that the site working hours are:</p> <table> <tr> <td>Sunday to Thursday</td> <td>7am - 5pm</td> </tr> <tr> <td>Friday</td> <td>7am - 5pm</td> </tr> <tr> <td>Saturday</td> <td>Closed</td> </tr> </table> <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>	Sunday to Thursday	7am - 5pm	Friday	7am - 5pm	Saturday	Closed		
Sunday to Thursday	7am - 5pm								
Friday	7am - 5pm								
Saturday	Closed								
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>								
6.3	<p>A copy of which has been enclosed within Appendix 4</p> <p>SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same.</p>	No N/A							



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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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 / manufacturers 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: Finishing works- Floor coating, handrail, wall painting.		
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>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>Labour hire 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	KCE confirmed that all persons entering site must attend a site induction and provide all required documentation. The site inductions would be held on site at the following times: <table border="1"><tr><td>Day</td><td>Daily</td><td>Time</td><td>7am</td></tr></table>	Day	Daily	Time	7am			
Day	Daily	Time	7am					
	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.							
8.9	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 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.							
8.10	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: <table border="1"><tr><td>Name</td><td>to be advised</td></tr><tr><td>Qualifications</td><td>to be advised</td></tr></table> <i>Note: minimum requirement of NEEBOSH qualification. Alternatives qualifications will be subject to prior approval from KCE Safety Department</i> SC agreed that the above named person would be on site <table border="1"><tr><td>full time</td></tr></table> during the execution of the works. 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. 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.	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	KCE explained the key details of the project safety plan as outlined below and the SC confirmed its understanding: A full copy of the Project HSE Plan & logistics plan is available for the SC to inspect / review		
8.13	KCE explained the key details of its Sustainability's policy and confirmed its commitments to a sustainable construction.		
8.14	SC confirmed its commitment to sustainability in line with KCE's policy and outlined some of the sustainability initiatives it was currently undertaking: Yes		
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	Further matters raised by KCE / SC are recorded on the continuation sheets attached. Yes		
10.0	Intention to Subcontract		
10.1	KCE having considered the SC tender and the SC representations during this meeting advised that the following option as described below will be taken: <input type="checkbox"/> Option 1: KCE stated that other Subcontract tenders are under consideration and will contact the SC in the near future. <input checked="" type="checkbox"/> Option 2: KCE stated its intention to proceed to complete a Subcontract agreement. <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. <input type="checkbox"/> Option 4: KCE will not proceed further on this occasion.		



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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	<p>KCE confirmed the list of documentation appropriate for incorporation into the formal Subcontract order in the event of award is:</p> <p>As listed in Appendix 1 of these minutes</p> <p>These minutes and attachments</p> <p>Any further documents issued from the date of these minutes until placement of order</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> 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	<p>Signed for Khansaheb:</p> <p>Name (print): Anil</p>  <p>Date: 15.09.22</p> <p>Signature:</p>		
11.3	<p>Signed for SC:</p> <p>Name (print):</p> <p>Date:</p> <p>Signature:</p>		
12.0	Attachments		
12.1	No. of continuation pages	<input type="checkbox"/> 1	
12.2	Appendix 1 - Relevant Correspondence	<input type="checkbox"/> Yes	
12.3	Appendix 2 - Tender Clarification Schedule / hand marked copy of SC tender	<input type="checkbox"/> Yes	
12.4	Appendix 3 - K05 Summary of Attendances	<input type="checkbox"/> Yes	
12.5	Appendix 4 - Programme of Works	<input type="checkbox"/> Yes	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
	Continuation Sheets		
2.3.2	SC to submit security cheque with KCE cover letter in lieu of advance payment bond (value AED 52,173.90) which is 30% of the material price.		
2.4.1	Payment against material delivery shall be made to cover the material costs subject to receipt of approved MIR from the consultant. The payments shall be made in 15 days from the receipt of corresponding payment from the Employer not exceeding maximum of 75 days from the month end invoice.		
2.4.6	The daily rate of Liquidated Damages / Penalties will be 0.1% of the Subcontract sum / calendar day to a limit of 10% of the Subcontract Sum.		
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 if 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 craneage in accordance with its site logistics plan or other such arrangement to off-load & erect 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 is providing the craneage the 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

X-Calibur Expansion Joint Manufacturing LLC

No.	Subject	Reference	Date
1	Dorchester Project - Plot 18	KCE(Anil) email, 16:35 pm (Enquiry- Stair Nosing works)	27.07.22
2	Final Quotation for supply & installation of stair nosing	X-Calibur(Sahyeed) email, 10:54 am (Quote ref. XSS/Q 215/2022/SPU- Rev 2)	25.08.22
3	KCE email to confirm the compliance with comments on material submittal	KCE(Anil) email, 18:16 pm (Compliance with comments on material submittal)	07.09.22
4	X-Calibur email with confirmation	X-Calibur(Sahyeed) email, 14:50 pm (confirmation to compliance with comments on material submittal)	08.09.22
5	Draft PTR meeting minutes	KCE (Anil) email, 16:40 pm (Draft PTR meeting minutes for review)	15.09.22
6	X-Calibur confirmation on the issued draft PTR Meeting minutes	X-Calibur(Sahyeed) email, 12:03 pm (confirmation email)	23.09.22
7	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K100/KD/SK/0121	29.09.22



Anil Kumar Kariyappa

From: Sahyeed Punnappallil <sahyeed@x-calibur.us>
Sent: 25 August 2022 10:54
To: Anil Kumar Kariyappa
Subject: Fwd: Dorchester- Enquiry for Supply & Installation of Stair Nosing
Attachments: XSS.Q215.2022. Khansaheb.REV 2..pdf

Dear Anil.

Attached is the revised quotation showing rates for material and installation separately.

Thanks
Sahyeed.P.U

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From: Vignesh <structural@x-calibur.us>
Sent: Thursday, August 25, 2022 10:13:41 AM
To: Sahyeed Punnappallil <sahyeed@x-calibur.us>
Subject: Re: Dorchester- Enquiry for Supply & Installation of Stair Nosing

fyii

Thanks & Regards

Vignesh
Production Engineer.
X-CALIBUR EXPANSION JOINT MANUFACTURING L.L.C
Email: structural@x-calibur.us | Visit our website: xss.cc
Mob.: +971 5 88673250 , | Tel: 04 3304409
P.O.Box 25973, Umm Ramool, Rashidiya, Dubai, United Arab Emirates.

On Thu, Aug 25, 2022 at 9:25 AM Vignesh <structural@x-calibur.us> wrote:

Find the attached revised quote.

Thanks & Regards

Vignesh
Production Engineer.
X-CALIBUR EXPANSION JOINT MANUFACTURING L.L.C
Email: structural@x-calibur.us | Visit our website: xss.cc
Mob.: +971 5 88673250 , | Tel: 04 3304409
P.O.Box 25973, Umm Ramool, Rashidiya, Dubai, United Arab Emirates.



Anil Kumar Kariyappa

From: Anil Kumar Kariyappa
Sent: 07 September 2022 18:16
To: Sahyeed Punnappallil
Cc: Sukesh Nair; Riyaz Mohammed; Shivakumaran P; Justus Angelus; Prabakaran Kuppusamy
Subject: RE: Dorchester- Enquiry for Supply & Installation of Stair Nosing
Attachments: KCE-AX-MT-PW-00011_B.pdf

Hi Sahyeed,

Please note the comments on the approved submittal point 3 stating "Ensure to install 1 piece without joint or cut" and confirm that the submitted price is inclusive of the requirement.

Regards,



Anil Kumar Kariyappa

Quantity Surveyor

E anil.morabad@khansaheb.ae | M +971 56 369 1734 | T +971 4 605 7200

www.khansaheb.ae



From: Sukesh Nair <sukesh.nair@khansaheb.ae>
Sent: 06 September 2022 01:28 PM
To: Sahyeed Punnappallil <sahyeed@x-calibur.us>
Cc: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Riyaz Mohammed <riyaz.mohammed@khansaheb.ae>; Shivakumaran P <shivakumaran.p@khansaheb.ae>; Justus Angelus <justus.angelus@khansaheb.ae>; Prabakaran Kuppusamy <prabakaran.kuppusamy@khansaheb.ae>
Subject: RE: Dorchester- Enquiry for Supply & Installation of Stair Nosing

Dear Sahyeed

Refer attached Material submittal for stair nosing with OME comments, please arrange for mockup accordingly. Coordinate with Riyaz for mock-up access.

Regards



Sukesh Nair

Senior Site Agent

E sukesh.nair@khansaheb.ae | M +971 50 559 7046 | T +971 4 605 7200

From: Sahyeed Punnappallil <sahyeed@x-calibur.us>
Sent: 19 August 2022 01:23 PM
To: Sukesh Nair <sukesh.nair@khansaheb.ae>
Subject: Re: Dorchester- Enquiry for Supply & Installation of Stair Nosing

Dear Sukesh

Attached the letter request by the consultant. Please review the same and let us know if any additional details to be included.

Thanks

Anil Kumar Kariyappa

From: Sahyeed Punnapallil <sahyeed@x-calibur.us>
Sent: 08 September 2022 14:50
To: Anil Kumar Kariyappa
Cc: Sukesh Nair; Riyaz Mohammed; Shivakumaran P; Justus Angelus; Prabakaran Kuppusamy; Vignesh
Subject: Re: Dorchester- Enquiry for Supply & Installation of Stair Nosing

Dear Anil.

We will supply and install the nosings as per stair sizes and there will be no joints in the profile.

The rate we quoted is for per meter as per your enquiry.

Thanks
Sahyeed.P.U
055 5806312

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From: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>
Sent: Wednesday, September 7, 2022 6:16:29 PM
To: Sahyeed Punnapallil <sahyeed@x-calibur.us>
Cc: Sukesh Nair <sukesh.nair@khansaheb.ae>; Riyaz Mohammed <riyaz.mohammed@khansaheb.ae>; Shivakumaran P <shivakumaran.p@khansaheb.ae>; Justus Angelus <justus.angelus@khansaheb.ae>; Prabakaran Kuppusamy <prabakaran.kuppusamy@khansaheb.ae>
Subject: RE: Dorchester- Enquiry for Supply & Installation of Stair Nosing

Hi Sahyeed,

Please note the comments on the approved submittal point 3 stating "Ensure to install 1 piece without joint or cut" and confirm that the submitted price is inclusive of the requirement.

Regards,



Anil Kumar Kariyappa

Quantity Surveyor

E anil.morabad@khansaheb.ae | M +971 56 369 1734 | T +971 4 605 7200

www.khansaheb.ae



From: Sukesh Nair <sukesh.nair@khansaheb.ae>

Sent: 06 September 2022 01:28 PM

To: Sahyeed Punnapallil <sahyeed@x-calibur.us>

Cc: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Riyaz Mohammed <riyaz.mohammed@khansaheb.ae>; Shivakumaran P <shivakumaran.p@khansaheb.ae>; Justus Angelus <justus.angelus@khansaheb.ae>; Prabakaran Kuppusamy <prabakaran.kuppusamy@khansaheb.ae>

Subject: RE: Dorchester- Enquiry for Supply & Installation of Stair Nosing

Dear Sahyeed



Anil Kumar Kariyappa

(S)

From: Anil Kumar Kariyappa
Sent: 15 September 2022 16:49
To: Sahyeed Punnapallil; ahamad.suhail@x-calibur.us
Cc: Saman Kulsooriya; Mithun Vallar Veetil
Subject: RE: Dorchester- Enquiry for Supply & Installation of Stair Nosing
Attachments: X-Caliber PT Mtg minutes- Draft.pdf

Hi Suhail / Sahyeed,

Further to our discussion this morning, please find attached the draft PTR meeting minutes for your perusal.

We shall issue the same formally by tomorrow.

Should you have any comments, do let us know.

Regards,



Anil Kumar Kariyappa

Quantity Surveyor

E anil.morabad@khansaheb.ae | M +971 56 369 1734 | T +971 4 605 7200

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From: Sahyeed Punnapallil <sahyeed@x-calibur.us>

Sent: 15 September 2022 04:19 PM

To: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>

Subject: Re: Dorchester- Enquiry for Supply & Installation of Stair Nosing

Dear Anil

Details of our Contact Person at the site:

Name: Mr. Rouf

Designation: Site Engineer

Mob: 055 5626938

Regards,



On Wed, Jul 27, 2022 at 5:35 AM Anil Kumar Kariyappa <anil.morabad@khansaheb.ae> wrote:

For the attention of Mr. Sahyeed

Anil Kumar Kariyappa

From: Sahyeed Punnapallil <sahyeed@x-calibur.us>
Sent: 23 September 2022 12:03
To: Anil Kumar Kariyappa; ahamad.suhail@x-calibur.us
Cc: Saman Kulsooriya; Mithun Vallar Veetil
Subject: Re: Dorchester- Enquiry for Supply & Installation of Stair Nosing

Dear Mr. Anil.

Please issue the orginal PTR minutes document.

Thanks
Sahyeed.P.U
X-Calibur Emirates

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From: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>
Sent: Thursday, September 15, 2022 4:48 PM
To: Sahyeed Punnapallil <sahyeed@x-calibur.us>; ahamad.suhail@x-calibur.us <ahamad.suhail@x-calibur.us>
Cc: Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; Mithun Vallar Veetil <mithun.vallarveettill@khansaheb.ae>
Subject: RE: Dorchester- Enquiry for Supply & Installation of Stair Nosing

Hi Suhail / Sahyeed,

Further to our discussion this morning, please find attached the draft PTR meeting minutes for your perusal.

We shall issue the same formally by tomorrow.

Should you have any comments, do let us know.

Regards,



Anil Kumar Kariyappa

Quantity Surveyor

E anil.morabad@khansaheb.ae | M +971 56 369 1734 | T +971 4 605 7200

www.khansaheb.ae



From: Sahyeed Punnapallil <sahyeed@x-calibur.us>

Sent: 15 September 2022 04:19 PM

To: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>

Subject: Re: Dorchester- Enquiry for Supply & Installation of Stair Nosing

Dear Anil

Details of our Contact Person at the site:

Name: Mr. Rouf

Designation: Site Engineer





APPENDIX 2
HAND AMENDED SUBCONTRACTORS TENDER
TENDER CLARIFICATION SCHEDULE





XCalibur Expansion Joint Manufacturing LLC

P.O. Box 25973

Dubai - U.A.E.

Quotation

Our Ref.: XSS/Q 215/2022/SPU - REV 2
Date: 25th Aug 2022

To: Khansaheb Civil Engineering LLC
PO Box: 2716, Dubai, U.A.E. Tel: 04 6057200
Attention: Mr. Kevin Davies
Subject: Our best price for the supply of X-Calibur profiles are as follows;

SL No.	Area	DESCRIPTION	UNIT	Qty	Supply Unit Rate	Installation	Total(AED)
	Specification: Supply & Installation of 50mm x 50mm stair nosing & trim including wastages and all the necessary fittings, fixtures, consumables as per the drawings, specification and authority requirements						
1	Stair nosing- Stair 1-Residence; B2 to GF level	X-Joint SN50 RS2	m	75	29.00	8.00	2,775.00
2	Stair nosing- Stair 2-Residence; B2 to 4th Floor level	X-Joint SN50 RS2	m	208	29.00	8.00	7,698.00
3	Stair nosing- Stair 3 Residence; B2 to level 31	X-Joint SN50 RS2	m	1144	29.00	8.00	42,328.00
4	Stair nosing- Stair 4 Residence; B2 to level 31	X-Joint SN50 RS2	m	1144	29.00	8.00	42,328.00
5	Stair nosing- Stair 5 Residence; B2 to GF level	X-Joint SN50 RS2	m	89	29.00	8.00	3,293.00
6	Stair nosing- Stair 6- Residence; B2 to level 29	X-Joint SN50 RS2	m	1036	29.00	8.00	38,332.00
7	Stair nosing- Stair 7; Hotel B2 to roof	X-Joint SN50 RS2	m	1074	29.00	8.00	39,738.00
8	Stair nosing- Stair 8; Hotel B2 to roof	X-Joint SN50 RS2	m	1074	29.00	8.00	39,738.00
9	Stair nosing- Stair 9; Hotel B2 to GF level	X-Joint SN50 RS2	m	80	29.00	8.00	2,960.00
10	Stair nosing- Stair 10; Hotel B2 to Ballroom level	X-Joint SN50 RS2	m	73	29.00	8.00	2,701.00
		Total (AED)					221,889.00

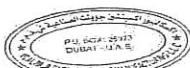
OPTIONAL PRICE

11	Supply & Installation of 75mm x 75mm stair nosing & trim including wastages and all the necessary fittings, fixtures, consumables as per the drawings, specification and authority requirements	X-Joint SN75 RS3	55		unit rate only
12	Supply & Installation of 100mm x 100mm stair nosing & trim including wastages and all the necessary fittings, fixtures, consumables as per the drawings, specification and authority requirements	X-Joint SN100 R3	70		unit rate only
	Note 1	Additional 5% VAT amount will apply on the final invoice value and to be paid by the Customer, where ever applicable.			
	Note: 2	<p>Governing Law - Any dispute, difference, controversy or claim arising out of or in connection with this agreement and payment of invoices for services provided, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Finance Center ("the DIFC Courts").</p> <p>Terms & Conditions: 1. Our cost of finance is 2% of the invoice value per month. 2. For payments that are not paid on the due date a late payment charge of 2% per month will be charged to cover our finance costs. 3. If we have to use a debt collection agency to recover overdue payments the cost of debt recovery will be payable by the defaulter.</p>			
	Note: 3	Mention The quotation number in the LPO			

Price : Ex Works, Sharjah
 Validity: 30 Days from quotation date
 Availability: 3-4 weeks weeks from LPO / Payment confirmation
 Payment: 50% advance and balance on material delivery
 Acct. Name: XCalibur Expansion Joint Manufacturing LLC
 For X-Calibur Structural Systems

Ex Works, Sharjah
 30 Days from quotation date
 3-4 weeks weeks from LPO / Payment confirmation
 50% advance and balance on material delivery
 XCalibur Expansion Joint Manufacturing LLC

Sahyed Punapallil
(00971 555806312)



REFER TO
TENDER
CLARIFICATION
SCHEDULE IN
APPENDIX -2



Ref	Clarification / Qualification quote ref XSS/Q.215/2022/SPU- Rev 2 dated 25.08.22	KCE's Response dated 15.09.22	Final Agreement dated 15.09.22
A	<u>Note 1:</u>		
1	Additional 5% VAT amount will apply on the final invoice value and to be paid by the Customer, where ever applicable.	Noted. Agreed.	Agreed & closed.
B	<u>Note 2:</u>		
1	Governing Law - Any dispute, difference, controversy or claim arising out of or in connection with this agreement and payment of invoices for services provided, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Finance Center ("the DIFC Courts").	KCE informed SC to that as per the Fidic contract the adjudication board has to be agreed by both parties, if required.	Agreed & closed.
2	Terms & Conditions: 1. Our cost of finance is 2% of the invoice value per month. 2. For payments that are not paid on the due date a late payment charge of 2% per month will be charged to cover our finance costs. 3. If we have to use a debt collection agency to recover overdue payments the cost of debt recovery will be payable by the defaulter.	Not acceptable. All the payments shall be made as mentioned on the PTR meeting minutes- continuation sheet.	Agreed & closed.
C	<u>Note 3:</u>		
1	Mention The quotation number in the LPO	No LPO will be issued. The quote reference is mentioned in the PTR meeting minutes.	Agreed & closed.
D	<u>General Notes:</u>		
1	Price : Ex Works, Sharjah	Noted.	Agreed & closed.
2	Validity: 30 Days from quotation date specification, then prices will change accordingly.	KCE informed SC that the quote shall be valid until the order is issued.	Agreed & closed.
3	Availability: 3-4 weeks weeks from LPO / Payment confirmation not be responsible for work done by others.	KCE informed SC to comply with the programme requirement.	Agreed & closed.
4	Payment: 50% advance and balance on material delivery	Refer to PTR meeting minutes for payment terms agreement.	Agreed & closed.
5	Acct Name: XCalibur Expansion Joint Manufacturing LLC	Acct name shall be as per the valid trade license.	Agreed & closed.





APPENDIX 3

K05 SUMMARY OF ATTENDANCES & FACILITIES

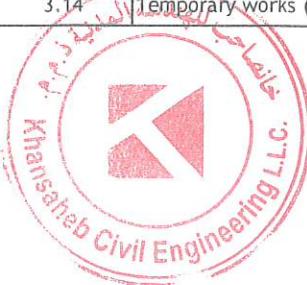


APPENDIX - 3: SUMMARY OF ATTENDANCES & FACILITIES

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"/>	✓
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	✓	<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	<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 checked="" type="checkbox"/>	<input type="checkbox"/>
4.2	Mobile cranes (If available on site)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.3	Shared use of hoists and / or service lifts	<input checked="" type="checkbox"/>	<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 checked="" type="checkbox"/>	<input type="checkbox"/>
4.5	Offloading Subcontractor's deliveries (Outside of areas shown in KCE logistic / crane plan)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.6	Loading out Subcontractor materials to the place of installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.7	Specialist lifting accessories i.e Spreader beams, frames etc	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Access & Equipment		
5.1	Provision of small tools & hand held power tools (110 volt only)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.2	Small mechanical plant & equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.3	Driver operated plant & equipment (if required)	n/a	n/a
5.4	Operators for mechanical plant & equipment (if required)	n/a	n/a
5.5	Provision of fuel, water, gas and the like to power mechanical equipment	n/a	n/a
5.6	Mobile scaffold towers (where permitted by KCE SPM, see also 7.2)	n/a	n/a
5.7	Mechanical/electrical working platforms - scissor lifts, cherry pickers and the like	n/a	n/a
5.8	Independent access scaffold up to platform height of 3m by SC	n/a	n/a
5.9	Independent access scaffold platform height above 3m	n/a	n/a
5.10	Birdcages & specialist crash decks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.11	Handrail edge protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.12	Debris netting & protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.13	Access stairs to the works	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.14	Task specific fire extinguishers where required (e.g. for hot works)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.15	Task specific safety signage	<input type="checkbox"/>	<input checked="" 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"/>	<input checked="" 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"/>	<input checked="" type="checkbox"/>
7	Any Other Specific Facilities & Attendances Identified Below		
7.1	The SC shall use its 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"/>	<input checked="" type="checkbox"/>
7.2	MEWP's to be used wherever possible, mobile scaffold towers use to be approved by KCE SPM. Access requirement above 3m platform height will be provided by KCE.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.3	High visibility vests with company name, designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.4	Safety Helmet with names/ designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	Confined Space Works (only to extent applicable for the SC Works)		
8.1	Multi gas monitor	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.2	Rescue harness per entrant	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.3	Rescue tripods & winches	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.4	Mechanical ventilation, extraction & air movement equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.5	Emergency rescue escape sets (for medium & high risk works).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.6	Means of communication (e.g. Radio)	<input type="checkbox"/>	<input checked="" 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"/>
		<input type="checkbox"/>	<input type="checkbox"/>

Signed on behalf of the SC

Date



BILL OF QUANTITIES

CONTRACT NAME: Dorchester Hotel & Residences

Date : 26.09.22

CONTRACT NO : 201A22002

SUBCONTRACTOR: X-Calibur Emirates LLC

Item	Description	Quantity	Unit	Rate	Amount
	<u>Supply & Installation of Stair Nosing</u>				
1	Stair nosing- Stair 1-Residence; B2 to GF level	75	m	29.00	2,175.00
					-
2	Stair nosing- Stair 2-Residence; B2 to 4th Floor level	208	m	29.00	6,032.00
					-
3	Stair nosing- Stair 3 Residence; B2 to level 31	1,144	m	29.00	33,176.00
					-
4	Stair nosing- Stair 4 Residence; B2 to level 31	1,144	m	29.00	33,176.00
					-
5	Stair nosing- Stair 5 Residence; B2 to GF level	89	m	29.00	2,581.00
					-
6	Stair nosing- Stair 6- Residence; B2 to level 29	1,036	m	29.00	30,044.00
					-
7	Stair nosing- Stair 7; Hotel B2 to roof	1,074	m	29.00	31,146.00
					-
8	Stair nosing- Stair 8; Hotel B2 to roof	1,074	m	29.00	31,146.00
					-
10	Stair nosing- Stair 9; Hotel B2 to GF level	80	m	29.00	2,320.00
					-
11	Stair nosing- Stair 10; Hotel B2 to Ballroom level	73	m	29.00	2,117.00
					-
12	Installation of stair nosing	5,997	m	8.00	47,976.00
					-
TOTAL AMOUNT IN AED.					221,889.00



SUBCONTRACT : GENERAL TERMS AND CONDITIONS

1. The Subcontractor shall design (to the extent provided for by this Subcontract) execute and complete the Subcontract Works:
 - a. in accordance with this Subcontract and the Main Contract to the satisfaction of the Main Contractor and Employer and/or Engineer and/or Employer's Representative and/or Contract Administrator and / or any other Superintending Officer as referred to in the Main Contract; and
 - b. in order that no act or omission of the Subcontractor's shall constitute, cause or contribute to any breach by the Main Contractor of any of his obligations under the Main Contract.
2. The Subcontractor shall, save as aforesaid, assume and perform hereunder all the obligations and liabilities of the Main Contractor under the Main Contract in relation to the Subcontract Works, other than where the provisions of this Subcontract require.
3. If the Subcontractor commits any breaches of this Subcontract, he shall indemnify and hold the Main Contractor harmless against and from any and all damages, penalties, claims, proceedings, costs, charges and expenses for which the Main Contractor becomes liable under the Main Contract as a result of such breaches. Without prejudice to any other remedy the Main Contractor has for such breaches, the Main Contractor may deduct such amounts from monies otherwise due to the Subcontractor under the Subcontract.
4. The Main Contractor has made the Main Contract, including the Appendix to Tender (excluding confidential details) available to the Subcontractor for inspection. The Subcontractor is deemed to have full knowledge of the relevant provisions of the Main Contract.
5. If under any provision of the Main Contract the Main Contractor is required to insert or to use its best endeavours to have inserted any specific provision of the Main Contract into a Subcontract and this Subcontract is of the nature to which such requirement applies, such provision shall be deemed to have been fully inserted herein and the Subcontractor agrees to be bound thereby accordingly.
6. The Subcontractor shall remedy at no cost to the Main Contractor any defects in the Subcontract Works due to the Subcontractor's design, materials or plant or workmanship not being in accordance with the Subcontract.
7. Unless stated otherwise in the Subcontract, the Subcontractor shall be responsible at its own expense for the provision of all personnel, superintendence, labour, materials, plant, equipment and all other things, whether of a temporary or permanent nature, required in and for the design (to the extent provided for by the Subcontract), execution and completion of the Subcontract Works and the remedying of any defects therein PROVIDED that the Subcontractor may be entitled to share use of certain common facilities to the extent described in the Subcontract.
8. The Subcontractor shall comply with the Main Contractor's Health, Safety, Environmental and Sustainability policies and procedures, including any relevant Statutory Regulations etc. and all other current legislation including Codes of Practice and the Health and Safety Executive's Guidance Notes relating to Construction work, including any amendments made during the course of the Project.
9. The Subcontractor warrants the whole of the Subcontract Works in respect of workmanship and materials used in the Subcontract Works in accordance with the Main Contract. The Subcontractor shall indemnify the Main Contractor for any loss or damages arising from breach of this warranty. This guarantee shall not limit or negate any of the Main Contractor's rights or the Subcontractor's obligations under the laws of the Emirate of Dubai or the United Arab Emirates.
10. The Subcontractor shall comply with all instructions and determinations issued by the Main Contractor in relation to the Subcontract Works.
11. (i) The Subcontract Works shall be varied only by way of an instruction from the Main Contractor (**Variation**).
(ii) The Subcontractor shall execute and be bound by each Variation.
(iii) All Variations shall be valued at the rates and prices set out in the Subcontract, if in the opinion of the Main Contractor the same shall be applicable. If the Subcontract does not contain any rates or prices applicable to the varied work, the rates and prices in the Subcontract shall be used as the basis for valuation so far as may be reasonable, failing which suitable rates or prices shall be agreed upon between the Main Contractor and the Subcontractor, provided that the Main Contractor shall be under no obligation to agree any rates or prices that differ from those rates certified for payment under the Main Contract and the value of a Variation shall not exceed the value of the same Variation under the Main Contract.
12. The Subcontractor shall not subcontract the whole of the Subcontract Works. The Subcontractor shall not subcontract any part of the Works without the consent of the Main Contractor.
13. The Subcontractor shall not assign the whole or any part of the Subcontract Works.
14. If this Subcontract requires the Subcontractor to design all or part of the Subcontract Works, the Subcontractor hereby grants the Main Contractor a non-exclusive, royalty free, irrevocable copyright license to use the design for all purposes relating to or in connection with the Project.
15. If the Main Contractor is required to pay any sum by way of damages or penalties under the Main Contract and / or incurs any loss or expense for any delay in completing the Main Contract works as a result of a delay caused in whole or in part by the Subcontractor in its performance of the Subcontract Works, the Subcontractor shall be liable to the Main Contractor for such sums as are attributable to the delay in the execution of the Subcontractor's work or the consequence of such delay. The Main Contractor shall be entitled to deduct this sum from the Subcontract Price or such other monies as may be due to the Subcontractor under this Subcontract.
16. The Subcontractor shall be held responsible, for a period of ten (10) years for the safety of the construction of the Subcontract Works and for any default or defect resulting from the execution of the Subcontract Works, irrespective of the final handover certificates and the return of the Performance Guarantee (if applicable) to it.
17. (i) The Subcontractor shall adequately effect and maintain insurance against:
 - a. all claims of whatsoever nature which may be brought against the Main Contractor in connection with or arising out of the execution of the Subcontract Works;
 - b. injuries or damage to any person employed by the Subcontractor on or about the Subcontract Works or in any connection therewith;
 - c. injuries or damage to any person whatsoever, including a person employed by the Main Contractor, caused by or arising out of the execution of the Subcontract Works; and
 - d. injuries or damage to any property or thing including the property or things of the Main Contractor or the Employer caused by or arising out of the execution of the Subcontract Work.
(ii) The Subcontractor will on request by the Main Contractor at any time produce for inspection evidence of the policies of insurance and receipts for premiums relating to the risks aforesaid.
(iii) The Subcontractor shall indemnify and hold harmless the Main Contractor against and from all actions, claims, proceedings, damages, costs and expenses in respect of the matters listed at Clause 17(i) above.
18. (i) The Main Contractor shall pay the Subcontractor the Subcontract Price stated in the attached Minor Works Subcontract Order for its proper performance of the Subcontract Works, or such other sum as shall become payable in accordance with this Subcontract, on the same terms as the Main Contractor is paid under the Main Contract (unless otherwise agreed in this Subcontract). The Subcontract Price shall not be due to the Subcontractor until such time as it has been certified as part of a payment due to the Main Contractor under the Main Contract. The Main Contractor shall not pay the Subcontractor the Subcontract Price until such payment has been paid to the Main Contractor under the Main Contract, unless otherwise provided for in this Subcontract.
(ii) The rates and prices referred to in this Subcontract are to remain fixed for the duration of the Subcontract Works. There shall be no adjustment to the rates and prices in this Subcontract in respect of:
 - a. any fluctuation in the cost of labour and/or materials or any other matters affecting the cost of the execution of the Subcontract Works; or
 - b. any changes to any law of the Emirate of Dubai or the United Arab Emirates.
19. Where a percentage of retention is applicable, the Main Contractor shall pay to the Subcontractor the retention money under the Subcontract in the same proportions that apply to the Main Contractor's retention under the Main Contract no later than 14 days after the Main Contractor has received its retention under the Main Contract.
20. The Subcontractor shall be responsible for each item of plant and materials brought to site by or on behalf of the Subcontractor and that forms or is intended to form part of the Subcontract Works (**Materials**) until such time as the Materials are incorporated into the Works under the Main Contract. The Materials shall become the property of the Main Contractor at whichever is the earlier of the following times:
 - a. when the Materials are delivered to site;
 - b. when the Materials are paid for by the Main Contractor in accordance with Clause 18 above; and
 - c. when the Materials are identified / allocated to this Project.
21. (i) The Main Contractor shall be entitled to terminate this Subcontract if:
 - a. the Subcontractor fails to proceed with the Subcontract Works expeditiously and without delay as shall in the opinion of the Main Contractor be necessary to avoid delays to other trades and the completion of the Subcontract Works by the Completion Date; or
 - b. the Subcontract Works are at any time not being carried out to the standards of quality described in this Subcontract; or
 - c. the Subcontractor fails to comply within 7 days of receipt of a written order from the Main Contractor to proceed with any rectification work or replacement of defective work not in accordance with the Subcontract; or
 - d. the Subcontractor is, for any other reason, in breach of this Subcontract.
In any of these events or circumstances, the Main Contractor may, upon giving 14 days' written notice to the Subcontractor, terminate this Subcontract and expel the Subcontractor from site.
(ii) Notwithstanding Clause 21(i) above, the Main Contractor can terminate this Subcontract at any time for the Main Contractor's convenience by giving 14 days' written notice to such termination to the Subcontractor.
(iii) The Main Contractor shall also be entitled to suspend and / or terminate this Subcontract if the Main Contract is suspended and / or terminated by the Employer. In this event, the respective rights of the Main Contractor and Subcontractor shall be like for like to those of the Employer and the Main Contractor under the Main Contract.

- (iv) In the event of this Subcontract being terminated under Clause 21(i)a., b., c., or d. the Subcontractor shall be entitled to payment of the unpaid balance of Subcontract Works executed and materials delivered to site, adjusted by:
- any increased cost to the Main Contractor in the completion of the Subcontractor Works; and
 - any other loss and expense incurred by the Main Contractor as a result of the termination.
22. The Subcontractor shall treat the details of this Subcontract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with laws of the Emirate of Dubai and the United Arab Emirates.
23. (i) If a dispute of any kind whatsoever arises between the Main Contractor and the Subcontractor in connection with, or arising out of, the Subcontract or the execution of the Subcontract Works, then the Main Contractor or the Subcontractor shall give a notice of this dispute to the other party (Notice of Dispute), stating that the Notice of Dispute is given pursuant to this Clause.
- (ii) If a Notice of Dispute is given under Clause 23(i) the Main Contractor and Subcontractor shall attempt to settle such dispute amicably within 56 days of receipt of the Notice of Dispute.
- (iii) If the dispute is not settled amicably under Clause 23(ii) either party may refer the dispute to an independent third party adjudicator appointed by Dubai International Arbitration Centre (Adjudicator) to be finally settled. The Main Contractor and Subcontractor shall agree the terms upon which to appoint the adjudicator and conduct the adjudication. The Adjudicator must issue his written decision to the Main Contractor and Subcontractor within 90 days of being appointed (Adjudicator's Decision).
- (iv) The Adjudicator's Decision shall be final and binding on the Main Contractor and Subcontractor until the completion of the Subcontract Works or the issuance of a notice of dissatisfaction in accordance with Clause 23(v) below. The Subcontractor shall give immediate effect to the Adjudicator's Decision and shall proceed with the Subcontract Works with all due diligence whether he or the Main Contractor requires arbitration as hereinafter provided or not.
- (v) If the Adjudicator fails to issue his decision in accordance with Clause 23(iii), or if either the Main Contractor or the Subcontractor is dissatisfied with his decision and has issued a written notice of dissatisfaction to the Adjudicator and the other party within 14 days of receiving the decision, either the Main Contractor or the Subcontractor may within 90 days of receiving the decision or 90 days after the expiration of the first named period of 90 days (as the case may be) refer the dispute to arbitration, to be conducted in accordance with the arbitration agreement in the Main Contract. In this event, reference to the Employer and Main Contractor in the arbitration agreement in the Main Contract shall be read as Main Contractor and Subcontractor respectively.
24. This Subcontract shall be governed by the laws of the Emirate of Dubai and the United Arab Emirates and the ruling language shall be English.
25. The Subcontractor warrants and undertakes that it shall comply with:
- all applicable laws and regulations relating to its performance of the Subcontract Works and, in particular, laws and regulations relating to the employment, health, safety, welfare, immigration and emigration of its employees. The Subcontractor shall require its employees to obey all applicable laws and regulations, including those concerning safety at work;
 - all applicable laws and regulations relating to anti-bribery and anti-corruption; and
 - all of the Main Contractor's internal policies and procedures and, in particular, those relating to the welfare of its employees and anti-bribery and anti-corruption.
26. (i) Contractor's Worker Welfare Procedure: means the Contractor's Worker Welfare Procedure as available in the Contractor's Main Office and as updated by the Contractor from time to time.
- (ii) The Subcontractor undertakes, warrants and represents that in the performance of its obligations under this agreement that it and each member of its own supply chain shall comply without limitation with all applicable laws, statutes, regulations and codes from time to time in force and where there is no conflict shall as a minimum comply with the Contractor's Worker Welfare Procedure.
- Any breach of this Clause 26 by the Subcontractor shall be deemed a fundamental breach of the Subcontract Agreement and shall entitle the Contractor to terminate the Subcontract Agreement.
- (iii) The Subcontractor represents and warrants that:
- its responses to the Contractor's due diligence questionnaires are complete and accurate; and
 - neither the Subcontractor nor any of its officers, employees [or other persons associated with it] has been convicted or is in the process of being investigated for any offence involving slavery and human trafficking, bribery or any breach of competition law.
- The Subcontractor shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking, bribery or breach of competition law within its own supply chains.
- (iv) The Subcontractor shall notify the Contractor as soon as it becomes aware of any breach, or potential breach, of Clause 26 by it or any member of its own supply chain.
- (v) The Subcontractor shall:
- allow the Contractor a general right of audit, and in particular a right to audit their accommodation facilities and give access to their employees to be interviewed where deemed appropriate.
 - demonstrate they have taken reasonable and appropriate steps to ensure that their own supply chain meet the requirements of the Contractor's Worker Welfare Procedure.
- (vi) The Subcontractor shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the policies as set out in the Contractor's Worker Welfare Procedure.
- (vii) The Subcontractor shall indemnify and hold harmless the Contractor, it's Shareholders, Directors, officers and employees in full and on demand from and against any and all liabilities, claims, fines, demands, damages, losses, costs or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from a breach of the policies as set out in the Contractor's Worker Welfare Procedure.
- (viii) The Subcontractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with the policies as set out in the Contractor's Worker Welfare Procedure.

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