

KHANSAHEB CIVIL ENGINEERING L.L.C.

Construction Division

Al Rashidiya

P. O.Box 2716

Dubai, United Arab Emirates

خانصاحب للهندسة المدنية ذ.م.م.

قسم الإنشاءات

الراشدية

ص.ب ٢٧١٦

دبي، الإمارات العربية المتحدة

Ref: 201A22002/K100/KD/SK/0036

29th May 2022

Bond Interior Design LLC

P.O. Box 15758

Dubai

United Arab Emirates

Tel No. 04 271 1727

Email. sanjay@bondinteriors.com

Attn; Ms. Sanjay Gaikwad, Sr.Project Manager

Dear Sir,

Dorchester Hotel & Residences**Fitout of Hotel Lobby, All day Dining and Spa - Post Tender Meeting**

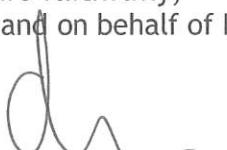
Further to the meetings held at our site offices on 19th May 2022, we enclose herewith for your information and further action the following;

- | | | |
|----|------------------------------------|------------|
| 1. | Minutes of Kick off meeting | (13 pages) |
| 2. | Relevant Correspondence | (10 pages) |
| 3. | Tender Clarification Schedule | (1 page) |
| 4. | Commercial Trade Checklist | (6 pages) |
| 5. | K5 Summary of Requirements | (3 pages) |
| 6. | Bill of Quantities - To be updated | |

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

KHANSAHEB CIVIL ENGINEERING LLC**SUBCONTRACTOR'S POST TENDER REVIEW MEETING**

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Subcontractor (SC):	Bond Interior Design LLC	Meeting Date:	19.05.22

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 Fitout of Hotel Lobby, All day dining and Spa.

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name:	Bond Interior Design LLC	Name:	Khansaheb Civil Engineering LLC
Address:	P.O Box 15758 Dubai, UAE	Address:	P.O.Box 2716 Dubai, UAE
Tel No.	04 271 1727	Tel No.	04 605 7200

NAME (SC)		DESIGNATION	NAME (KCE)		DESIGNATION
Present:	Paul Lisgo Sanjay Gaikwad	Commercial Manager Senior Project Manager	Present:	Kevin Davies Mithun	Commercial Manager 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:	Sanjay Gaikwad
Position:	Sr.Project Manager
Mobile No:	055 404 7946
Email:	sanjay@bondinteriors.com

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.

KHANSAHEB CIVIL ENGINEERING LLC**SUBCONTRACTOR'S POST TENDER REVIEW MEETING**

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: Reference: F015/15.900.61b/33924/CDCT/0422 Dated: 26.04.22</p> <p>Further communication is listed in the Schedule of Relevant Correspondence attached in Appendix No. 1 of these minutes.</p>	see continuation page	
2.2	Validity of the Subcontractor's Tender		
2.2.1	The SC confirmed its tender reference dated 26-Apr-22 remained valid until 25-Jun-22	F015/15.900.61b/33924/CDCT/0422	see continuation page
2.2.2	SC confirmed its tender price as:	AED 4,325,954.46	
2.2.3	SC confirmed its tender price was:		
	Lump Sum		
	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 4,325,954.46		
2.3	Insurance, Bonds & Warranties		
2.3.1	SC confirmed that an Advance Payment would not be required	Yes	See continuation page
2.3.2	KCE and SC agreed that the Advance Payment would be N/A % of the Subcontract price.	N/A	
2.3.3	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.	N/A	
2.3.4	KCE and SC agreed that a Performance Bond would be N/A of the Subcontract price	N/A	See continuation page

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 S/C Plant & Equipment S/C Professional Indemnity N/A CAR / Third Party 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 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 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 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.	See continuation page				
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: <input checked="" type="checkbox"/> 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: <input checked="" type="checkbox"/> 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: <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. <table border="1"><tr><td>The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting</td></tr></table>	The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting				
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/40-1-24-BID dated 4th October 2020 and 17001DH/SA/MEP/40-01-01/BI 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/40-1-24-BID dated 4th October 2020 and 17001DH/SA/MEP/40-01-01/BI 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</p>		
3.7	<p>SC agreed to provide all necessary as-built information and records:</p> <p>Yes</p>		
3.8	SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals:		
3.9	YCE 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 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: <input type="checkbox"/> 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><input type="checkbox"/> No</p> <p>If no, the variance were identified as; [refer to appendix 2 for a complete list of clarifications / agreements]</p> <p>The Subcontractor has advised their Previous Subcontract was not fully compliant with the specifications and drawings but that any deviations were agreed with the Employers Representative as a Value Engineering option and are reflected in the Bill of Quantities.</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: Refer to Trade Check list</p>	<input type="checkbox"/> Yes							
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:</p> <p>Not Applicable</p>	<input type="checkbox"/> No							
6.0	Programme								
6.1	<p>KCE confirmed that the site working hours are:</p> <table> <tr> <td>Sunday to Thursday</td> <td><input type="checkbox"/> 7am - 5pm</td> </tr> <tr> <td>Friday</td> <td><input type="checkbox"/> 7am - 5pm</td> </tr> <tr> <td>Saturday</td> <td><input type="checkbox"/> 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	<input type="checkbox"/> 7am - 5pm	Friday	<input type="checkbox"/> 7am - 5pm	Saturday	<input type="checkbox"/> Closed		
Sunday to Thursday	<input type="checkbox"/> 7am - 5pm								
Friday	<input type="checkbox"/> 7am - 5pm								
Saturday	<input type="checkbox"/> 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>								
	A copy of which has been enclosed within Appendix 4	<input type="checkbox"/> No							
6.3	<p>SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same.</p>	<input type="checkbox"/> 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 / 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: All Civil & MEP works		
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.		

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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 during the execution of the works <table border="1"><tr><td>full time</td></tr></table> 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								

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
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

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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 These minutes and attachments Any further documents issued from the date of these minutes until placement of order	<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	Signed for Khansaheb: Name (print): Mithun Signature:  29/05/22	Date: 29.05.22	
11.3	Signed for SC: Name (print): Signature:	Date:	
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 TRADE CHECK LIST	<input type="checkbox"/> Yes	
12.4	Appendix 3 - K05 Summary of Attendances	<input type="checkbox"/> Yes	
12.5	Appendix 4 - BILL OF QUANTITIES - TO BE UPDATED Programme of Works	<input type="checkbox"/> No	

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
	Continuation Sheets		
2.1 & 2.2	Revised valuation AED 4,325,954.46 received from Omniyat (David) email 4:19pm dated 24.05.22 & confirmed by Bond (PL) email 9:33pm dated 25.05.22		
2.3.4	Subcontractor is to provide a Performance Bond in the sum of AED 1,176,776.00		
2.4.1	KCE will issue a payment certificate within 10 days of receipt of the corresponding payment certificate issued under the Main Contract.		
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 26th April 2022 (ref F015/15.900.61b/33924/CDCT/0422)		
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 craneage 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 craneage 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

Bond Interior Design LLC

No.	Subject	Reference	Date
1	Dorchester- Fitout of Hotel lobby, All day dining & Spa	KCE(MV) email 04:02pm. (Client's Appointment Letter; F015/15.900.61b/333924/CDCT/0422 dated 26.04.22	29.04.22
2	Dorchester Collection Hotel Residences - Way Forward	& KCE (KD) email 16:38 (encloses revised valuation AED 4,325, 954.46, Omniyat (David) email 04:19 dated 24.05.22)	24.05.22
3	Confirmation of SC Order Value	Bond (PL) email 09:33pm	25.05.22
4	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K100/KD/SK/0036	29.05.22



Kevin Davies

From: Mithun Vallar Veetil
Sent: 29 April 2022 16:02
To: saad@bondinteriors.com; info@bondinteriors.com
Cc: Kevin Davies; Saman Kulsooriya; Anil Kumar Kariyappa
Subject: Dorchester - Fitout Work Package
Attachments: F015-15.900.61-33924-CDCT-0422-2022.04.26 Appointment.pdf; EPS-I01 Value of Remaining Works (v1).pdf; K02a - SC Prequal'n Questionnaire.xlsxm; K02b - SC Questionnaire HSE, Worker Welfare & Sustainability.xlsxm

Hi Saad,

We have received instruction from Omniyat to engage yourselves to complete the Fitout of Hotel lobby, All day Dining and Spa Package at the Dorchester hotel and residences project. Please provide following documents to prepare subcontract order documents.

01. Price BOQ for the balance work
02. Trade Licence & VAT certificate
03. Workman Compensation Insurance
04. Plant and machinery insurance
05. Programme to complete your scope
06. Signed K02a & K02b forms

Thanks,



Mithun Vallar Veetil

Quantity Surveyor

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

Omnihat Concept Investments LLC

26 April 2022

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

Ref. No.: F015/15.900.61b/33924/CDCT/0422

Project: Dorchester Collection Hotel & Residences, Plot BB.B03.018, Business Bay

Subject: Appointment of Subcontractor for Fitout of Hotel Lobby, All Day Dining and Spa

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**);
2. subcontract ref. 17001DH/SCA/D&B/40-01-24-BID and subcontract ref. 17001DH/SA/MEP/40-01-01/BI for Fitout of Hotel Lobby, All Day Dining and Spa between Roberts-Pizzarotti JV (the **Previous Contractor**) and Bond Interior Design L.L.C. (the **Previous Subcontracts**) (copies appended); and
3. the summary of Value of Remaining Subcontract Works dated 14 April 2022 (copy appended).

Appointment of Employer-Preferred Subcontractor

Pursuant to part D of the Letter of Award, we confirm that Bond Interior Design L.L.C. (the **Subcontractor**) is the Employer-Preferred Subcontractor for the completion of all remaining Fitout of Hotel Lobby, All Day Dining and Spa (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 4,070,173.00 (excl. VAT) on a fixed lump sum basis.
2. **Advance Payment:** Not required.
3. **Security for performance:** Security requirements to be discussed and agreed between the Contractor and the Employer.
4. **Payment terms:** Monthly interim payments shall be made against completed and approved work as certified by the Employer's Representative. Payments shall be due within 15 days of receipt of the corresponding payment under the Letter of Award (or Contract, as the case may be).

Omniyat Concept Investments LLC

5. **Retention:** 10% of the gross value of work completed shall be withheld from payments made to the Subcontractor. Retention shall be released within 15 days of receipt of the corresponding payment under the Letter of Award (or Contract, as the case may be).
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.
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 remaining Fitout of Hotel Lobby, Joinery to Guest Rooms required to complete the Project in full compliance with the Letter of Award, the Specifications, the Drawings and the Previous Subcontract (including Variations).
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 Fitout of Hotel Lobby, Joinery to Guest Rooms, whether completed under the Previous Subcontract or the new subcontract agreement.
3. The relevant parts of the scope of works from the Previous Subcontract (refer to Annexure E of the Previous Subcontract) should be incorporated into the new subcontract agreement as appropriate.
4. The Contractor shall procure from the Subcontractor an updated Bill of Quantities reflecting the remaining Subcontract Works and the new Subcontract Price for inclusion in the new subcontract agreement.

We request that you issue a letter of intent to the Subcontractor within 5 days of receipt of this appointment letter, to enable the Subcontractor's immediate mobilization to Site and commencement of works. Further, we request that you issue a draft of the proposed subcontract documents, for the approval of the Employer's Representative, within 10 days of receipt of this appointment letter.

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/40-1-24-BID
Subcontract ref. 17001DH/SA/MEP/40-01-01/BI
Value of Remaining Subcontract Works (v1) dated 14 April 2022

Superseded by Version

DORCHESTER COLLECTION HOTEL & RESIDENCES (PLOT 18)

14-Apr-22

Ver. 1

V

VALUATION OF REMAINING SUBCONTRACT WORKS

Trade Package: Fitout of Hotel Lobby, All Day Dining and Spa

Subcontractor: Bond Interior Design L.L.C.

Subcontract Ref: 17001DH/SCA/D&B/40-01-24-BID

17001DH/SA/MEP/40-01-01/B1

ORIGINAL SUBCONTRACT WORKS		TOTAL VALUE OF SUBCONTRACT WORKS	VALUE OF WORKS COMPLETED TO 28-FEB-2022	VALUE OF WORKS UNDER NEW SUBCONTRACT
A	Fitout of hotel lobby at L2	3,816,677.00	61.4%	2,345,348.00
B	Fit out of hotel all day dining at L4	3,286,191.00	77.2%	2,536,282.00
C	Fitout of hotel spa at L2B	3,692,282.00	54.8%	2,024,109.00
D	Discount	- 199,930.00	64.7% -	129,355.00 -
E	MEP preliminaries	102,000.00	64.7%	65,994.00
F	MEP works to hotel lobby	212,378.00	61.4%	130,506.00
G	MEP works to all day dining	286,720.00	77.2%	221,290.00
H	MEP works to spa	150,573.00	54.8%	82,544.00
Sub-Totals		11,346,891.00	64.1%	7,276,718.00
				4,070,173.00

VARIATIONS		TOTAL VALUE OF SUBCONTRACT WORKS	VALUE OF WORKS COMPLETED TO 28-FEB-2022	VALUE OF WORKS UNDER NEW SUBCONTRACT
	None	-	-	-
Sub-Totals		-	-	-

MATERIALS ON SITE		TOTAL VALUE OF SUBCONTRACT WORKS	VALUE OF WORKS COMPLETED TO 28-FEB-2022	VALUE OF WORKS UNDER NEW SUBCONTRACT
	None	-	-	-
Sub-Totals		-	-	-
Totals		11,346,891.00	64.1%	7,276,718.00
				4,070,173.00

NOTES

1) The amount included at "Payments to Date" is subject to final validation by the Employer's Representative. The Subcontractor shall provide evidence substantiating the amount paid to date under the previous subcontract.

2) Payment of amounts due under the previous RPJV subcontract (including retention) will be made pursuant to the terms of the WFA between the Employer and the Subcontractor.

3) The subcontract shall provide security for its performance of the Subcontract Works in the amount of AED 1,134,689.00 in the form of an unconditional and irrevocable bank guarantee for the benefit of the Employer.

NEW SUBCONTRACT

Value of Remaining Subcontract Works	4,070,173.00
Value of Remaining Variation Works	-
Less Value of Materials on Site at 28-Feb-22	-
New Subcontract Price	4,070,173.00

WORKS COMPLETED TO 28-FEB-22

Value of Completed Subcontract Works	7,276,718.00
Value of Completed Variation Works	-
Value of Materials on Site at 28-Feb-22	-
Value of Works Completed to 28-Feb-22	7,276,718.00
Less Cash Retention to 28-Feb-22 (10%)	- 727,671.80
Less Payments to Date (incl. Advance Payment)	- 6,284,835.00
Outstanding amount for Works Completed to 28-Feb-22	264,211.20

All amounts exclude VAT

From: Kevin Davies
Sent: 24 May 2022 16:38
To: paul@bondinteriors.com
Cc: Mithun Vallar Veetil
Subject: FW: Dorchester Collection Hotel & Residences - Way Forward
Attachments: EPS-I01 Value of Remaining Works (v2).pdf

Hi Paul,

Can you let s know if Bond are OK with the New Subcontract price in the attached - if so we will issue the requisition to HO.

Can you also please arrange for the BQ to be issued to reflect the values for each BQ part (A ~ H) and the listed VO's,

Thanks

Kev



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

From: David Leitch <david.leitch@omniyat.com>
Sent: 24 May 2022 04:19 PM
To: Paul Lisgo <paul@bondinteriors.com>
Cc: Christopher Thomas <christopher.thomas@omniyat.com>; Waruna Weerakkodi <waruna.weerakkodi@omniyat.com>; Kevin Davies <kevin.davies@khansaheb.ae>
Subject: RE: Dorchester Collection Hotel & Residences - Way Forward

Dear Paul,

Further to our recent meetings on the VO's please find attached updated assessment of works (ver.2, dated 24th May 2022).

We will forward an updated way forward agreement (WFA) to execute to align with these numbers.

In parallel, please conclude the LOI with Khansaheb asap.

Many thanks.



David Leitch
Project Director



M +971 50 602 7009 T +971 4 511 5000

From: Christopher Thomas <christopher.thomas@omniyat.com>
Sent: Thursday, April 14, 2022 11:50 AM
To: Paul Lisgo <paul@bondinteriors.com>

DORCHESTER COLLECTION HOTEL & RESIDENCES (PLOT 18)

24-May-22

VALUATION OF REMAINING SUBCONTRACT WORKS

Ver. 2

Trade Package: Fitout of Hotel Lobby, All Day Dining and Spa

Subcontractor: Bond Interior Design L.L.C.

Subcontract Ref: 17001DH/SCA/D&B/40-01-24-BID

17001DH/SA/MEP/40-01-01/BI

ORIGINAL SUBCONTRACT WORKS		TOTAL VALUE OF SUBCONTRACT WORKS	VALUE OF WORKS COMPLETED TO 28-FEB-2022	VALUE OF WORKS UNDER NEW SUBCONTRACT
A	Fitout of hotel lobby at L2	3,816,677.00	61.4%	2,345,348.00
B	Fit out of hotel all day dining at L4	3,286,191.00	77.2%	2,536,282.00
C	Fitout of hotel spa at L28	3,692,282.00	54.8%	2,024,109.00
D	Discount	199,930.00	64.7%	129,355.00
E	MEP preliminaries	102,000.00	64.7%	65,994.00
F	MEP works to hotel lobby	212,378.00	61.4%	130,506.00
G	MEP works to all day dining	286,720.00	77.2%	221,290.00
H	MEP works to spa	150,573.00	54.8%	82,544.00
Sub-Totals		11,346,891.00	64.1%	7,276,718.00
				4,070,173.00

VARIATIONS		TOTAL VALUE OF SUBCONTRACT WORKS	VALUE OF WORKS COMPLETED TO 28-FEB-2022	VALUE OF WORKS UNDER NEW SUBCONTRACT
	Omissions and Additions for Sanitaryware	18,414.84	0.0%	18,414.84
	Omissions of Water Basin @ L-28, Spa	- 14,685.00	0.0%	- 14,685.00
	PS adjustment for Lift Car	- 9,612.00	0.0%	- 9,612.00
	Supply of Cisterns at Spa Area	4,250.60	100.0%	4,250.60
	Supply and Apply of Water Proofing	46,990.66	100.0%	46,990.66
	Supply and Installation of Additional Partition Works at L28	201,090.97	50.0%	100,545.49
	PS Adjustment for Ironmongeries	10,621.20	0.0%	10,621.20
	S & I of Shaft Wall Ceiling @ L28	13,303.27	100.0%	13,303.27
	S & I of Additional Sanitary Ware @ L28	13,067.98	0.0%	13,067.98
	Supply & Installation of Baby Changing Station	4,165.80	0.0%	4,165.80
	Additional Scope of Work for L2 & L28	113,263.16	0.0%	113,263.16
	Costing for the rectification works as per the damaged report	20,000.00	0.0%	20,000.00
Sub-Totals		420,871.47	39.2%	165,090.01
				255,781.46

MATERIALS ON SITE		TOTAL VALUE OF SUBCONTRACT WORKS	VALUE OF WORKS COMPLETED TO 28-FEB-2022	VALUE OF WORKS UNDER NEW SUBCONTRACT
	None	-	-	-
Sub-Totals		-	-	-
Totals		11,767,762.47	63.2%	7,441,808.01
				4,325,954.46

NOTES

1) The amount included at "Payments to Date" is subject to final validation by the Employer's Representative. The Subcontractor shall provide evidence substantiating the amount paid to date under the previous subcontract.

2) Payment of amounts due under the previous RPJV subcontract (including retention) will be made pursuant to the terms of the WFA between the Employer and the Subcontractor.

3) The subcontract shall provide security for its performance of the Subcontract Works in the amount of AED 1,176,776 in the form of an unconditional and irrevocable bank guarantee for the benefit of the Employer.

NEW SUBCONTRACT	
Value of Remaining Subcontract Works	4,070,173.00
Value of Remaining Variation Works	255,781.46
Less Value of Materials on Site at 28-Feb-22	-
New Subcontract Price	4,325,954.46

WORKS COMPLETED TO 28-FEB-22	
Value of Completed Subcontract Works	7,276,718.00
Value of Completed Variation Works	165,090.01
Value of Materials on Site at 28-Feb-22	-
Value of Works Completed to 28-Feb-22	7,441,808.01
Less Retention to 28-Feb-22 (10%)	- 744,180.80
Less Payments to Date (incl. Advance Payment)	- 6,284,835.00
Outstanding amount for Works Completed to 28-Feb-22	412,792.21

All amounts exclude VAT

Mithun Vallar Veetil

Subject: FW: Dorchester Collection Hotel & Residences - Way Forward

From: Paul Lисго <paul@bondinteriors.com>
Sent: 25 May 2022 09:33 PM
To: David Leitch <david.leitch@omniyat.com>
Cc: Christopher Thomas <christopher.thomas@omniyat.com>; Waruna Weerakkodi <waruna.weerakkodi@omniyat.com>; Kevin Davies <kevin.davies@khansaheb.ae>
Subject: RE: Dorchester Collection Hotel & Residences - Way Forward

Dear David,

Thank you for your email and the updated assessment enclosed within which we are in agreement.

We met with Khansaheb last Thursday (19th May) and the only thing left to agree was the revised contract amount which can now be finalized following receipt of your email.

We look forward to receiving the revised WFA and also working with both Omniyat and Khansaheb with regards to successfully delivering our remaining scope of works.

Should you have any queries or require any further information please do not hesitate to let me know.

Regards



PAUL LISGO
Commercial Manager

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Mob: +971 55 3008108
paul@bondinteriors.com
www.bondinteriors.com



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From: David Leitch <david.leitch@omniyat.com>
Sent: Tuesday, May 24, 2022 4:19 PM
To: Paul Lисго <paul@bondinteriors.com>
Cc: Christopher Thomas <christopher.thomas@omniyat.com>; Waruna Weerakkodi <waruna.weerakkodi@omniyat.com>; Kevin Davies <kevin.davies@khansaheb.ae>
Subject: RE: Dorchester Collection Hotel & Residences - Way Forward

Dear Paul,

Further to our recent meetings on the VO's please find attached updated assessment of works (ver.2, dated 24th May 2022).

We will forward an updated way forward agreement (WFA) to execute to align with these numbers.

In parallel, please conclude the LOI with Khansaheb asap.



APPENDIX 2
TENDER CLARIFICATION SCHEDULE
COMMERCIAL TRADE CHECKLIST

Ref	Clarification / Qualification	Response	Final Agreement
	The Subcontract Works comprise:		
1	the completion of all remaining Soft Landscaping and Irrigation Works required to complete the Project in compliance with the scope of Subcontract Works set out Previous Subcontract (ref. 17001DH/SCA/D&B/40 1-24-BID dated 4th October 2020 & 17001DH/SA/MEP/40-01-01/B1), the Specifications and Drawings.	Agreed	Agreed & closed
2	the making good of all non-conformances, snags, defects and the like whether relating to Subcontract Works executed under the Previous Subcontract and / or the Letter of Intent and / or Subcontract Agreement to be issued by KCE.	Agreed	Agreed & closed
3	It is agreed that all claims (time and cost) and variations relating to the Previous Subcontract have been agreed between the Subcontractor and the Employer and are deemed to be included for within the 'Valuation of remaining Subcontract Works' appended to OCI letter dated 26th April 2022 (ref F015/15.900.61b/33924/CDCT/0422).	Agreed	Agreed & closed



KCE

Commercial Trade Checklist for Architectural Metal Works

Form:
Rev:TC-02
0

Project Title: Dorchester Hotel & Residences

Contract No.: 201A22002

Subcontractor: Bond Interior Design

Date: 19/05/2022

No	Item	Comments
1.	Site dimensions must be verified prior to commencement of fabrication where programme allows.	Confirmed. SC will take site measurements before fabrication.
2.	Labour for moving of Subcontractor's material within work locations shall be Subcontractor's responsibility.	Refer clarification schedule.
3.	Stainless steel grade shall be as per requirements of specification.	SC has allowed as per the specification, drawings as per previous SC order documents
4.	Thickness, colour and performance of glass, if involved, also must be in accordance with specification.	SC has allowed as per the specification, drawings as per previous SC order documents
5.	All materials involved within Subcontractor's scope shall be approved by consultants prior to commencement of fabrication.	Confirmed.
6.	Finish of stainless steel shall be as specified.	SC has allowed as per the specification, drawings as per previous SC order documents, if applicable.
7.	Subcontractor to include drilling of holes in concrete to fix architectural metal work.	Confirmed by SC.
8.	Suitable protection to be included by Subcontractor until project hand over.	SC has allowed for protection until handover.
9.	Sample, mock-ups etc. to be included by subcontractor as per project specification.	SC has allowed as per the specification, drawings as per previous SC order documents
10.	Type of paint / powder coating finishes to be checked and should be as per specification.	SC has allowed as per the specification, drawings as per previous SC order documents
11.	Cover plates for anchors to be included where necessary.	SC has allowed as per the specification, drawings as per previous SC order documents
12.	Check anchor and connection design – by Subcontractor.	SC has allowed as per the specification, drawings as per previous SC order documents
13.	Testing of handrails requirements to be checked.	SC has allowed as per the specification, drawings as per previous SC order documents
14.	Subcontractor must submit As-Built Drawings, O&M Manuals and all required Guarantees & Warrantees by a date agreed during the post tender review meeting.	As per contract requirements. When requested by KCE/Engineer/Client.
15.	Powder coating certification to be provided.	SC has allowed as per the specification, drawings as per previous SC order documents



Commercial Trade Checklist for Ceilings & Partitions

Form: TC-06
Rev: 0

Project Title: Dorchester Hotel & Residences Subcontractor: Bond Interior Design		Contract No.: 201A22002 Date: 19/05/2022
No	Item	Comments
1.	Confirm storage areas. Bear in mind conditions e.g. moisture / humidity etc.	Refer K5.
2.	Agree use of movement, hoists, or other, for loading material etc.	Refer K5.
3.	Confirm setting out responsibilities.	KCE will give the Datum only. SC will do the setting out for their works.
4.	Check that all fire barrier installation has been allowed for If not then obtain a rate/metre.	<i>SC to Carry Spec & Design (IFC)</i>
5.	Check the specification to see if spares are required at handover and that they have been allowed for.	SC has allowed
6.	Confirm the responsibility for installation of light fittings, sounders, detectors and their supports.	<i>All Necessary Supplies Once Fitted Are to Be by SC</i>
7.	Confirm responsibility for diffuser fitting and supports.	<i>Diffusers Are to Be by SC</i>
8.	If applicable, confirm who has responsibility for supplying tiles and cutting of subsequent service holes, including backing support pattersses.	Included in SC Scope
9.	Temporary access will be required for testing and commissioning, therefore ensure that the subcontractor has allowed for a sufficient quantity and making good afterwards. Check that the subcontractor has allowed for permanent access hatches through ceilings. If not, then obtain a rate and include a nominal quantity. Confirm who will decide the locations and types of access panels above ceilings.	Temporary & Permanent access panel are included within ceiling rates and SC scope includes taping, jointing, making good etc. MEP Subcontractor/Engineer has to decide the location & type of access panels
10.	Confirm void closure procedures.	SC should comply with specification, drawings as per previous SC order documents
11.	If the specification does not state the depth of fixings, then check that the fixing depth proposed by the subcontractor is acceptable to the structural engineer.	SC should comply with specification, drawings as per previous SC order documents
12.	Check that MEP details have been issued and that the subcontractor has allowed for any necessary sub-grids, secondary supports etc.	MEP details issued and SC has allowed
13.	Confirm who has responsibility for cleaning down metal tiles after full installation.	Ceiling Contractor is responsible for Cleaning the metal tiles after installation.
14.	Check if there is a requirement for either acoustic pads or thermal installation to soffits and if it has been included (or not excluded).	SC should comply with specification, drawings as per previous SC order documents
15.	Check specification to see if there any tile clipping requirements and that they have been included (or not excluded).	SC should comply with specification, drawings as per previous SC order documents
16.	Confirm that any known return visits required, due to differing trade interfaces, MEP fixtures and fittings etc. have been included.	Return visits allowed as necessary
17.	Confirm that the subcontractor has allowed for the return visit to install tiles that are left out for commissioning.	Return visits allowed as necessary
18.	If the specification is silent, then confirm the grid corner detail, i.e. mitre, half mitre or lapped.	SC should comply with specification, drawings as per previous SC order documents

KCE		Commercial Trade Checklist for Ceilings & Partitions	Form: TC-06 Rev: 0
19.	Check specification or drawings to see if there is any above ceiling acoustic requirements. If so, ensure this is included (or not excluded)	SC should comply with specification, drawings as per previous SC order documents	
20.	Shadow Battens – If required make sure s/c has allowed for painting of these [if not in decoration package]. Any requirement for pre-painting shall be by Subcontractor.	SC should comply with specification, drawings as per previous SC order documents	
21.	Check that the s/c has allowed for the necessary support framework from the primary structure.	SC should comply with specification, drawings as per previous SC order documents	
22.	Check warranties are included in accordance with contract specification requirement?	SC should comply with specification, drawings as per previous SC order documents	
23.	Ensure that products are delivered to site with adequate protection.	SC should deliver the material with necessary protection.	
24.	All cut outs for services shall be carried out by Subcontractor.	Included by SC within the rates.	
25.	Co-ordinated services shall be shown on shop drawings prepared by Subcontractor.	SC should show coordinated services in drawings	
26.	Subcontractor's price for plaster board ceiling shall be inclusive of taping and joining and preparing surface to a suitable standard for follow on trades.	Included by SC within the rates.	
27.	Mock up as required under contract specifications shall be carried out by Subcontractor without any additional cost to KCE.	SC has allowed as per the specification, drawings as per previous SC order documents	
28.	Include fire barriers in ceiling voids in to Subcontractors' scope of work if it is required under the contract.	SC has allowed as per the specification, drawings as per previous SC order documents	
29.	Subcontractor's price for partitions shall be inclusive of providing additional supports for installation of doors as required.	Included by SC within the rates.	
30.	Agree that forming bulk heads are included and if necessary agree a rate at award stage itself even if it is not shown on tender drawings.	Bulkheads are measured & priced & deemed to be included in Subcontract sum.	
31.	Confirm that aluminum trim, grooves, corner beads, end beads etc. are allowed as per drawings and specification.	SC has allowed as per the specification, drawings as per previous SC order documents	
32.	Check acoustic ratings to ceilings / partitions are considered and included.	SC should comply with specification, drawings as per previous SC order documents	
33.	Subcontractor to include noggins / additional supports for all items shown on drawings hanging from walls / ceilings where required, eg. sinks, w.c. pans, mirrors, tv, pendant / chandelier lighting, featured finishes.	Included by SC within the rates.	
34.	Check supports and baffles either side of fire / smoke curtains are included.	SC has allowed as per the specification, drawings as per previous SC order documents	
35.	Allow for re-visit at end of project to re-set ceiling tiles after Testing and Commissioning.	Allowed as necessary	
36.	Allow for working with MEP s/c for removing ceiling tiles during Testing and commissioning.	Allowed as necessary	
37.	Ensure deflection head details are picked up and included.	SC should comply as per the specification, drawings as per previous SC order documents	
38.	Acoustic partitions – supplies of system must be involved in quality checks at every stage of installation (and design development). Frequent issues with on site performance.	SC should comply as per the specification, drawings as per previous SC order documents	



Commercial Trade Checklist for Ceilings & Partitions

Form: TC-06
Rev: 0

No	Item	Comments
39.	Be careful with shot fire fixings especially into hollowcore + precast. Ensure s/c allows for correct fixings and pull out tests if necessary.	SC has included as per the contract documents.
40.	Fixing gyplines to AAC block – ensure correct fixings are allowed for.	Not Applicable.
41.	Subcontractor must submit As-Built Drawings, O&M Manuals and all required Guarantees & Warrantees by a date agreed during the post tender review meeting.	As per contract requirements. When requested by KCE/Engineer/Client.



Commercial Trade Checklist for Joinery and Doors

Form: TC-18
Rev: 0

Project Title: Dorchester Hotel & Residences		Contract No.: 201A22002
Subcontractor: Bond Interior Design		Date: 19/05/2022
No	Item	Comments
1.	Confirm storage areas (be aware of humidity and temperature).	Refer K5.
2.	Confirm the jointing methods of long skirts, window boards etc.	SC has allowed as per the specification, drawings as per previous SC order documents.
3.	Confirm floor finish thicknesses for doors etc.	SC has allowed as per the specification, drawings as per previous SC order documents
4.	Agree all off-loading requirements, and method.	Refer K5.
5.	Confirm the sequence of works for M&E installation within the joinery, e.g. alarms, grills, vents, switch plates, etc.	The SC is to co-ordinate with KCE & the MEP SC for location / installation of all MEP items
6.	Confirm that all intumescent strips, door brushes, smoke seals, etc. are included and whether they are installed pre or post-decoration.	SC has allowed as per the specification, drawings as per previous SC order documents.
7.	Confirm that subcontractor will protect the works, following completion of each frame or door set.	SC has allowed for protection until handover.
8.	Confirm that the fixing of ironmongery is included and all associated cut-outs in doors etc.	Confirmed included in SC scope.
9.	Confirm that the subcontractor obtains the necessary fire certification and compliance with Statutory requirements.	SC has allowed as per the specification, drawings as per previous SC order documents.
10.	Check if any design responsibility – e.g. fixings for bespoke feature joinery.	If any as per specification (design responsibility matrix) by SC.
11.	Subcontractor must submit As-Built Drawings, O&M Manuals and all required Guarantees & Warrantees by a date agreed during the post tender review meeting.	As per contract requirements. When requested by KCE/Engineer/Client.
12.	Confirm subcontractor has complied with specified fire rating and Civil Defence requirements.	Confirmed by SC.
13.	Confirm that subcontractor has included scaffolding for any feature joinery.	If required by SC
14.	Check that timber is in accordance with the specification.	SC has allowed as per the specification, drawings as per previous SC order documents.
15.	Check that door details are in accordance with the specification.	SC has allowed as per the specification, drawings as per previous SC order documents.



Commercial Trade Checklist for Painting and Decorating

Form: TC-23
Rev: 0

Project Title: Dorchester Hotel & Residences		Contract No.: 201A22002
Subcontractor: Bond Interior Design		Date: 19/05/2022
No	Item	Comments
1.	Check specification to see if sample approvals of paint are required, and that they have been included	SC has allowed as per the specification, drawings as per previous SC order documents
2.	Check specification to see if paint is required for client handover and that it has been allowed for.	SC has allowed as per the specification, drawings as per previous SC order documents
3.	Allow for some additional wall covering rolls in case of accidental damage as new orders sometimes have a slightly different colouring. Check specification to see if additional rolls are required for Client handover and if so, ensure they are ordered at the same time as the main order.	SC should comply with specification, drawings as per previous SC order documents
4.	Confirm that the subcontractor will accept the background prior to their application and that if not acceptable; they will bring to the attention of KCE.	Confirmed.
5.	Confirm that the subcontractor has allowed for decoration behind light fittings and ceiling trims/battens prior to them being installed. Then returning to finish final coat. Also that they have allowed for loosening of switches/sockets for cutting in.	Confirmed.
6.	Confirm who will provide the stair access, scaffolds, etc.	Refer K5.
7.	Check that the specification of the background surface has been issued to the subcontractor and confirm that they have allowed for all necessary preparation and filling prior to application of the painting / decoration.	Confirmed.
8.	If there is a testing procedure required for intumescent paintwork (and certification by independent tester) then check that it has been included.	Not Applicable.
9.	Confirm removal that the subcontractor has allowed for painting. of any ironmongery etc. and re-fixing	the after If required by SC.
10.	Where there are known return visits, ensure that the subcontractor has allowed for them.	Return visits allowed as necessary
11.	Review any heat-resistant paint to heating pipes, steam pipes, condensate pipes etc.	Not Applicable.
12.	Check specification for painting over movement joint, sealers, etc.	SC should comply with specification, drawings as per previous SC order documents
13.	Check that subcontractor has allowed (if necessary) to return to do the final coat after installation of fixed furniture etc. as damage will occur.	Return visits allowed as necessary
14.	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- <i>Use existing office</i>	<input type="checkbox"/>	✓
1.4	Buildings / containers for Subcontractor's storage - <i>Use existing</i>	<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	Cranage & Hoisting		
4.1	Shared use of KCE tower cranes (if available on site)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.2	Mobile cranes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.3	Shared use of hoists and / or service lifts (If available on site)	<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 type="checkbox"/>	<input checked="" 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"/>
4.6a	Horizontal distribution of material , plant & equipment's	<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)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.4	Operators for mechanical plant & equipment (if required)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.5	Provision of fuel, water, gas and the like to power mechanical equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.6	Mobile scaffold towers (where permitted by KCE SPM, see also 7.2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.7	Mechanical/electrical working platforms - scissor lifts, cherry pickers and the like	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.8	Independent access scaffold up to platform height of 3 m by SC	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.9	Independent access scaffold platform height above 3 m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 operatives wage.	<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	<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"/>
		<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"/>	<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"/>
9.2	Provision of water for testing & commissioning [1 time only]	✓	<input type="checkbox"/>
9.3	Disposal of water for testing & commissioning	<input type="checkbox"/>	✓
9.4	Provision of concrete plinths for MEP support	<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"/>	✓
9.6	Antivibration pads / floating floors and the like (to the extent applicable to the SC Works)	<input type="checkbox"/>	✓
9.7	Provision of spares & tools	<input type="checkbox"/>	✓
9.8	Marking of BWIC openings	<input type="checkbox"/>	✓
9.9	Preparation of builders work drawings prior to the works being undertaken	<input type="checkbox"/>	✓
9.10	SC to provide all necessary details and information for MC to prepare co-ordinated shop drawings	<input type="checkbox"/>	✓
9.11	Sealant around services, sanitary ware, equipment etc.	<input type="checkbox"/>	✓
9.12	Provision of fire extinguishers (permanent works)	<input type="checkbox"/>	✓
9.13	Replacement of fused bulbs until handing over the works	<input type="checkbox"/>	✓
9.14	Provision of acoustic requirements around services / service penetrations	<input type="checkbox"/>	✓
9.15	Provision of manhole covers & frames (Gratings / Covers etc inside pool)	<input type="checkbox"/>	✓
9.16	Provision of temporary cap ends to drainage, vent & RW pipes during the works	<input type="checkbox"/>	✓
9.17	Coring & drilling through walls & floors less than 200mm dia. (Where due to WM errors)	<input type="checkbox"/>	✓
9.18	Coring & drilling through walls & floors greater than 200mm dia.	<input type="checkbox"/>	✓
9.19	Chasing out walls & floors	<input type="checkbox"/>	✓
9.20	Forming openings in new walls (subject to conformance with item 9.9)	<input type="checkbox"/>	✓
9.21	Fire stopping generally	<input type="checkbox"/>	✓
9.22	Fire stopping between MEP services & the service sleeve	<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"/>

Signed on behalf of the SC

Date



APPENDIX 4
BILL OF QUANTITIES - To be Updated