

ACKNOWLEDGEMENT

Subcontractor: M/s. Service Plus Technical Services LLC

We acknowledge receipt of your order numbered hereon, which we accept in accordance with the terms and conditions stated.

Date 27/4/02 .

Signature & Seal



Note : Please return this slip to KCE Commercial/QS Department immediately after completing the Signature and Stamp in order to process your payment.

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

MINOR WORKS SUBCONTRACT ORDER NO. 201A22002/07
PROJECT NAME: Dorchester Hotel & Residences (Completion Works)

Service Plus Technical Services L.L.C.
P.O. Box 97096
Dubai, U.A.E.
Tel: 04 2521484
Fax: 04 2521393

CONTRACT NO. : 201A22002
SITE CONTACT : Mr. Chris McCann
SITE TEL. NO. : 056 5076171
DATE : 18th April 2022
OUR REF. : SW/CM/KBD/ARM/201A22002/07

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

Provide all necessary Cleaners complete with standard basic materials including cleaning equipment at the following agreed hire rates:

		Amount (Dhs.)
1. Cleaners (6 persons)	- 58 months @ Dhs. 2,800.00 per month	... <u>162,400.00</u>
	Total	... <u>162,400.00</u>

NOTE: This order is subject to approval by KCE of the Subcontractor's pre-qualification documents and submittals.

ATTACHMENTS: 1. SPTS quotation ref. SPTS/QTN/04/2022/248 dated 08.04.2022 (2 pages).
2. KCE letter ref. 201A22002/K100/KD/AK/0006 dated 18.04.2022 (21 pages).
3. Bill of quantities (1 page).
4. 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

Payment will be within 30 days of submission of agreed invoice.

PARTICULARS OF MAIN CONTRACT:

MAIN CONTRACTOR
EMPLOYER
EMPLOYER'S REPRESENTATIVE
FORM OF MAIN CONTRACT
DEFECTS LIABILITY PERIOD

: Khansaheb Civil Engineering LLC
: Sky Palace Real Estate Developments LLC
: Omniyat Concept Investments LLC
: FIDIC 1st Edition 1999
: As Main Contract

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

Stuart Walker/Eirian Morris
Commercial Manager/Commercial Director



Tariq Hussain Khansaheb/
Amer Abdulaziz Khansaheb/Maher Khansaheb

QTN: SPTS/QTN/04/2022/248

08 April 22

M/s. Khansaheb,
 P.O. Box 2716,
 Dubai, United Arab Emirates.
 Tel: +971 46057200
 Email: anil.morabad@khansaheb.ae
 Mob: +971 563691734

For the Kind Attention Mr. Anil Kumar Kariyappa
Sub: Quotation for the provision of Cleaners at Business Bay

Dear Sir,

With reference to your enquiry regarding the provision of 03 Cleaners to your esteemed site located at Business Bay, Dubai.

Quotation for Cleaners

Sl. No	Description	Qty	Time Schedule	Work Schedule	Rate Per Person	Rate Per Month
1	Cleaners <i>Including Cleaning materials</i>	3 Staffs	12 Hrs Each	7 Days in a Week	2,800.00	8,400.00
						VAT 5%
						420.00
						TOTAL VALUE INCLUDING VAT
						8,820.00

REFER BOQ

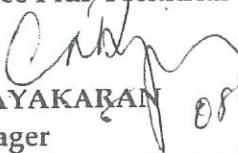
We hope the above quotation will meet your requirements and request your kind approval. If you have any queries or need more details, kindly contact us.

Terms & Conditions:-

- Commencement of work will be after the receipt of your work order/L.P.O/approval together with a valid Trade License and passport copy or Emirates ID copy of the authorized signatory.— STARTED ON SITE. ORDER TO BE ISSUED.
- This quotation is valid for 07 days only— UNTIL ISSUE OF ORDER
- Payment - As per the agreed terms.— REFER PTR MEETING MINUTES

With Best Regards,

Service Plus Technical Services LLC


C DAYAKARAN 08/4/2022
 Manager
 +971-52 9932973
 +971-4 2521484



— TRN: 100385893100003 —



From: Service Plus <info@serviceplusme.com>
Sent: 08 April 2022 17:55
To: Anil Kumar Kariyappa
Cc: Kevin Davies; Supplier info serviceplusme; 'Service Plus Accounts'
Subject: Quotation for Cleaning staffs
Attachments: QTN 248 Technical (Khansaheb Bur Dubai).pdf

Dear Mr. Anil Kumar,
Good afternoon...

This refers the telecom between Mr. Ali of Khansaheb & our operation manager Mr. Richard.
Kindly find the attached quotation for your consideration and approval.

Your reply will be appreciable.

Thanks & Regards,

Ranjith K R
Administration/Accounts
SERVICE plus

Service Plus Technical Services LLC & Service Plus Security Service LLC
P.O. Box – 97096, Tel: 04 2521484.
Fax: 04 2521393.
E-Mail: info@serviceplusme.com
Web Site: www.serviceplusme.com

Services Offered: General Cleaning, Annual Cleaning, Mechanical and Electrical Maintenance, Masonry, Electrical, Tiling, Carpentry, Plumbing, Painting, and Polishing, Carpet & Sofa Shampooing, Car Park Cleaning, Apartments, Villas, Offices, Retail, Showrooms, Schools, Factories, Warehouses: Residential, Commercial, and Industrial.

From: Anil Kumar Kariyappa [mailto:anil.morabad@khansaheb.ae]
Sent: Friday, April 01, 2022 12:34 PM
To: Supplier info serviceplusme
Cc: Kevin Davies; 'Aman Info'; account@itcshj.ae
Subject: RE: DH- Enquiry for Supply of Security Guards



Hi Ranjith,

Thank you for the quote. Not sure why your rates have increased drastically in comparison with the existing rates on UOB? Please advise.

Regards,



Anil Kumar Kariyappa

Quantity Surveyor

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

www.khansaheb.ae



بيانات العملاء

(3)



خانصاحب

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 البناء
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ص.ب ٢٧١٦
دبي، الإمارات العربية المتحدة

Ref: 201A22002/K100/KD/AK/0006

18th April 2022

Service Plus Technical Services LLC
P.O. Box 97096
Dubai
United Arab Emirates
Tel No. 04 252 1484

Email. info@serviceplusme.com

Attn; Mr. Dayakaran - Manager

Dear Sir,

Dorchester Hotel & Residences

CLEANING Services - Post Tender Meeting

Further to our discussions on 15th April 2022, we enclose herewith for your information and further action the following.

- | | |
|--------------------------------|------------|
| 1. Minutes of Kick off meeting | (12 pages) |
| 2. Relevant Correspondence | (1 page) |
| 3. K5 Summary of Requirements | (3 pages) |
| 4. 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.

Thank you for your attention.

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	Contract No:	201A22002
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Subcontractor (SC):	Service Plus Technical Services LLC	Meeting Date:	15.04.22
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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:

Supply of Cleaners- For Offices and Labour Rest Area

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name: Address: Tel No.	Service Plus Technical Services LLC P.O Box 97096 Dubai, UAE 04 252 1484	Name: Address: Tel No.	Khansaheb Civil Engineering LLC P.O.Box 2716 Dubai, UAE 04 605 7200

NAME (SC)		DESIGNATION	NAME (KCE)		DESIGNATION
Present:	C Dayakaran	Manager	Present:	Saman Kulsooriya Anil Kumar Kariyappa	Sr. Quantity Surveyor Quantity Surveyor

Khansaheb point of contact (KCE):

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

Project Commercial Manager (KCE):

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

Subcontractor point of Contact (SC):



Name:	C Dayakaran
Position:	Manager
Mobile No:	052 993 2973
Email:	info@serviceplusme.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	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: KCE(Anil) and Service Plus (Dayakaran) telecon Dated: 08.04.22</p> <p>Further communication is listed in the Schedule of Relevant Correspondence attached in Appendix No. 1 of these minutes.</p>		
2.2	Validity of the Subcontractor's Tender		
2.2.1	The SC confirmed its tender reference dated 8-Apr-22 remained valid until	S Plus(Ranjith) email, 05: 55 P.M. 8-May-22	
2.2.2	SC confirmed its tender price as:	AED 162,400.00	
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 Defects Liability Certificate by Employer	
2.2.5	SC confirmed that after discount its final offer is:	AED 162,400.00	
2.3	Insurance, Bonds & Warranties		
2.3.1	SC confirmed that an Advance Payment would not be required	Yes	
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	



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract: Dorchester Hotel & Residences

Contract No: 201A22002

Item	Minute	Action by	Date
2.3	Insurance, Bonds & Warranties continued		
2.3.5	SC confirmed that their tender included the provision of all warranties and guarantees required by the tender document and to satisfy the Employer's Requirements. Where a warranty or guarantee for a particular item is not clear from the tender documentation, the SC agreed to obtain the maximum warranty / guarantee available from the specified suppliers.		
2.3.6	SC agreed to provide a Collateral Warranty if required	No	
2.3.7	The SC confirmed and agreed that the cost of supplying the above bonds and warranties is included in their Subcontract price and that failure to provide them will result in interim payments being withheld.		
2.3.8	KCE and SC agreed that the following insurances are to be provided:		
	Workmen's Compensation	S/C	Plant & Equipment
	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: 25th of each month		
	KCE confirmed that payment would be made within from the month end in which the SC's invoice was submitted	30	days
2.4.2	KCE confirmed and the SC agreed that the retention percentage on the work is 0 %		
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: N/A		
2.4.4	The Balance of retention release will occur: N/A		
2.4.5	KCE and SC agreed that all retention payments will be made within days of receipt of N/A	N/A	



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences	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: 12 months from date of Taking over certificate	Not Applicable	
	Further commercial terms were recorded in the continuation sheets: <input type="checkbox"/> No		
2.5	Conditions of Contract		
2.5.1	Main Contract Project Description: The completion of the building and finishes, including remedying and defects, for the plot 18 (Dorchester) project at Plot BB.B03.018		
2.5.2	Form of Contract: FIDIC conditions of Contract for cons. (for building and eng. designed by Emp.), first edition 1999 (Red Book)		
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: Minor Work 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: Appendix 2 hand amended copy of SC quotation		
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		



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
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Item	Minute	Action by	Date
3.0	Design		
3.1	The following design responsibilities were identified as being the responsibility of the SC (if none state none): none		
3.2	The following temporary works design responsibilities were identified as being the responsibility of the SC (if none state none): none		
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: Not Applicable		
3.7	SC agreed to provide all necessary as-built information and records: Not Applicable		
3.8	SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals: Not Applicable		
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.		

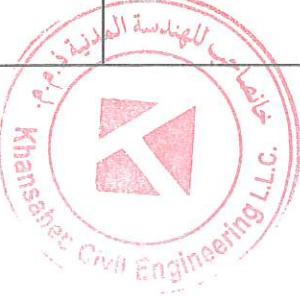


Contract:	Dorchester Hotel & Residences	Contract No:	201A22002								
Item	Minute	Action by	Date								
4.0	Change Management										
4.1	<p>KCE confirmed and SC agreed that payment for additional work will not be made without prior written instruction from the following named persons:</p> <table> <thead> <tr> <th>Title</th><th>Name</th></tr> </thead> <tbody> <tr> <td>Project Manager</td><td>Chris McCann</td></tr> <tr> <td>Senior Quantity Surveyor</td><td>Saman Kulsooriya</td></tr> <tr> <td></td><td></td></tr> </tbody> </table>	Title	Name	Project Manager	Chris McCann	Senior Quantity Surveyor	Saman Kulsooriya				
Title	Name										
Project Manager	Chris McCann										
Senior 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"/> Yes</p> <p>If no, the variance were identified as; [refer to appendix 2 for a complete list of clarifications / agreements]</p>										



Contract: Dorchester Hotel & Residences Contract No: 201A22002

Item	Minute	Action by	Date
5	Technical Sufficiency continued		
5.2	KCE and SC reviewed the KCE Trade Checklist: If yes, the following pertinent points were identified: N/A	N/A	
5.3	Further minutes were recorded in the continuation sheets: SC summarised what innovation, construction and material alternative options can be offered with potential cost savings: Not Applicable	No	
6.0	Programme		
6.1	KCE confirmed that the site working hours are: Sunday to Thursday Friday Saturday	07.00 - 17.00 07.00 - 17.00 Closed	
	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.		
6.2	The SC confirmed that the Subcontract works will be carried out in accordance with the durations and sequence indicated in KCE programme reference: N/A		
	A copy of which has been enclosed within Appendix 4	No	
6.3	SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same.	Yes	N/A



Contract:	Dorchester Hotel & Residences	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: 1 weeks from receipt of an LOI.		
6.6	SC confirmed that it would submit a resource histogram for labour & plant within: 1 weeks from receipt of an LOI.		
6.7	SC confirmed that it would submit procurement / submittal / shop drawing / information release schedules within: 1 weeks 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: N/A		
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.		



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences	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	SC confirmed its intention to sub-let part of the Subcontract works: No		
	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:		
	N/A		
8.2	SC confirmed that its labour for this project would be supplied by: Direct legally employed resource If hired resource, SC confirmed the name of the labour supply company under item 8.1.		
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.		



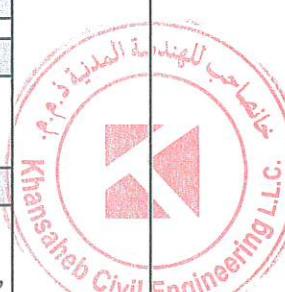
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KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

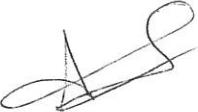
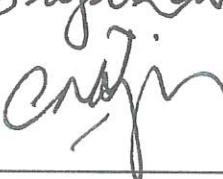
Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
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Item	Minute	Action by	Date				
8.4	The SC confirmed that all subcontractors listed in 8.1 or any future subcontractors referred to in 8.3 would be pre-qualified and assessed to ensure their 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>07:00</td></tr></table>	Day	Daily	Time	07:00		
Day	Daily	Time	07:00				
	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: Name <input type="text" value="TBA"/> Qualifications <input type="text" value="TBA"/> <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 <input type="text"/> 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.	 					

Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
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: Full copies of the HSE Plan, policies and procedures are available on site for inspection / 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	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"/> <input type="checkbox"/>	
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 Kumar</p> <p>Signature:</p> 	<p>Date: 18.04.22</p>	
11.3	<p>Signed for SC:</p> <p>Name (print): C Dayakumar</p> <p>Signature:</p> 	<p>Date: 19/4/22</p>	
12.0	Attachments		
12.1	No. of continuation pages	<input type="checkbox"/> No <input type="checkbox"/>	
12.2	Appendix 1 - Relevant Correspondence	<input type="checkbox"/> Yes <input type="checkbox"/>	
12.3	Appendix 2 - Tender Clarification Schedule / hand marked copy of SC tender	<input type="checkbox"/> Yes <input type="checkbox"/>	
12.4	Appendix 3 - K05 Summary of Attendances	<input type="checkbox"/> Yes <input type="checkbox"/>	
12.5	Appendix 4 - Programme of Works	<input type="checkbox"/> No <input type="checkbox"/>	



APPENDIX 1
SCHEDULE OF RELEVANT CORRESPONDENCE



· KHANSAHEB CIVIL ENGINEERING LLC
 SUBCONTRACTOR'S POST TENDER REVIEW MEETING
 SCHEDULE OF RELEVANT CORRESPONDENCE

APPENDIX 1

Service Plus Technical Services LLC

No.	Subject	Reference	Date
1.0	Dorchester Site Office - Supply of Cleaners	KCE(Anil) and Service Plus (Dayakaran) telecon.(Enquiry)	08.04.22
2.0	Service Plus Quote Submission	Service Plus(Renjith) email,05.55 PM (Quotation ref QTN: SPTS/QTN/04/2022)	08.04.22
3.0	Post Tender Review Minutes of Meeting	KCE Letter Ref. 201A22002/K100/KD/SK/0006	18.04.22





APPENDIX 2

HAND AMENDED SUBCONTRACTORS TENDER



SERVICE plus**Technical Services LLC**

QTN: SPTS/QTN/04/2022/248

08 April 22

M/s. Khansaheb,
 P.O. Box 2716,
 Dubai, United Arab Emirates.
 Tel: +971 46057200
 Email: anil.morabad@khansaheb.ae
 Mob: +971 563691734

For the Kind Attention Mr. Anil Kumar Kariyappa
Sub: Quotation for the provision of Cleaners at Business Bay

Dear Sir,

With reference to your enquiry regarding the provision of 03 Cleaners to your esteemed site located at Business Bay, Dubai.

Quotation for Cleaners

Sl. No	Description	Qty	Time Schedule	Work Schedule	Rate Per Person	Rate Per Month
1	Cleaners <i>Including Cleaning materials</i>	3 Staffs	12 Hrs Each	7 Days in a Week	2,800.00	8,400.00
					VAT 5%	420.00
					TOTAL VALUE INCLUDING VAT	8,820.00

REFER BOQ

We hope the above quotation will meet your requirements and request your kind approval. If you have any queries or need more details, kindly contact us.

Terms & Conditions:-

- Commencement of work will be after the receipt of your work order/L.P.O/approval together with a valid Trade License and passport copy or Emirates ID copy of the authorized signatory.— STARTED ON SITE. ORDER TO BE ISSUED.
- This quotation is valid for 07 days only— UNTIL ISSUE OF ORDER
- Payment - As per the agreed terms.— REFER PTR MEETING MINUTES

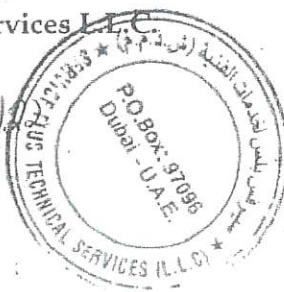
With Best Regards,

Service Plus Technical Services LLC


C DAYAKARAN

Manager

+971-52 9932973
+971-4 2521484



— TRN: 100385893100003 —

Service Plus Technical Services LLC

P.O. Box - 97096, Tel: 04 2521484, Fax: 04 2521393, Dubai, United Arab Emirates, E-mail: info@serviceplusme.com, www.serviceplusme.com

سيفيس بلس للخدمات الفنية ش.م.م



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



Ref	Description	KCE	Sub-Contractor
4	Crane & Hoisting		
4.1	Shared use of KCE tower cranes (if available on site)	n/a	n/a
4.2	Mobile cranes (If available on site)	n/a	n/a
4.3	Shared use of hoists and / or service lifts	n/a	n/a
4.4	Offloading Subcontractor's deliveries (within the areas identified in KCE's logistic / crane plan & within maximum crane lifting limits)	<input type="checkbox"/>	✓
4.5	Offloading Subcontractor's deliveries (Outside of areas shown in KCE logistic / crane plan)	<input type="checkbox"/>	✓
4.6	Loading out Subcontractor materials to the place of installation	<input type="checkbox"/>	✓
4.7	Specialist lifting accessories i.e Spreader beams, frames etc	n/a	n/a
5	Access & Equipment		
5.1	Provision of small tools & hand held power tools (110 volt only)	n/a	n/a
5.2	Small mechanical plant & equipment	n/a	n/a
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 a platform height of 3.5m by SC	n/a	n/a
5.9	Independent access scaffold, platform height above 3.5m height etc	n/a	n/a
5.10	Birdcages & specialist crash decks	n/a	n/a
5.11	Handrail edge protection	✓	<input type="checkbox"/>
5.12	Debris netting & protection	n/a	n/a
5.13	Access stairs to the works	✓	<input type="checkbox"/>
5.14	Task specific fire extinguishers where required (e.g. for hot works)	<input type="checkbox"/>	✓ N/A
5.15	Task specific safety signage	<input type="checkbox"/>	✓
6	Personal Protective Equipment (PPE)		
6.1	Provision of all KCE mandatory PPE including but not limited to, branded overalls & high visibility vests, safety footwear, heavy duty safety helmets, safety gloves, safety glasses. Note; Any operative attending site with poor quality PPE or without the mandatory PPE, will either be refused entry or issued with the correct PPE with the cost being deducted from the Subcontractor's account.	<input type="checkbox"/>	✓
6.2	All task specific PPE required to comply with the approved safe system of work documented through KCE's K-Standards or the method statement, risk assessment and COSHH assessment must be provided.	<input type="checkbox"/>	✓
7	Any Other Specific Facilities & Attendances Identified Below		
7.1	The SC shall use 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"/>	✓
7.2	MEWP's to be used wherever possible, mobile scaffold towers use to be approved by KCE SPM	<input type="checkbox"/>	✓ N/A
7.3	High visibility vests with company name, designation	<input type="checkbox"/>	✓
7.4	Safety Helmet with names/ designation	<input type="checkbox"/>	✓
8	Confined Space Works (only to extent applicable for the SC Works)		
8.1	Multi gas monitor	n/a	n/a
8.2	Rescue harness per entrant	n/a	n/a
8.3	Rescue tripods & winches	n/a	n/a
8.4	Mechanical ventilation, extraction & air movement equipment	n/a	n/a
8.5	Emergency rescue escape sets (for medium & high risk works).	n/a	n/a
8.6	Means of communication (e.g. Radio)	n/a	n/a



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



BILL OF QUANTITIES

CONTRACT NAME: Dorchester Hotel & Residences (Completion Works) **Date :** 18.04.2022
CONTRACT NO : 201A22002
SUBCONTRACTOR: Service Plus Technical Services LLC

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 of 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 polices as set out in the Contractor's Worker Welfare Procedure.
- (vii) The Subcontractor shall indemnify and hold harmless the Contractor, its 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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