

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. 201A22002/20
PROJECT NAME: Dorchester Hotel & Residences (Completion Works)

Creative House Scaffolding (L.L.C.)
P.O. Box 115713
Dubai, U.A.E.
Tel: 04 4554117
Fax:

CONTRACT NO. : 201A22002
SITE CONTACT : Mr. Chris McCann
SITE TEL. NO. : 056 5076171
DATE : 29th April 2022
OUR REF. : SW/CM/KBD/ARM/201A22002/20

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

Supply, maintain and hire existing Scaffolding Works; dismantle after completion of the required works, all in accordance with the subcontract documents, drawings, specifications and all as generally described in the below listed Subcontract documents and to the satisfaction of the Engineer (Subcontract Works) for the sum of Dhs. 157,030.00 (Dirhams One Hundred Fifty Seven Thousand and Thirty Only) QUANTITIES ARE SUBJECT TO RE-MEASUREMENT ON COMPLETION (Subcontract Price).

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

ATTACHMENTS: 1. KCE email enquiry dated 13.04.2022, 18:36 (1 page).
2. KCE email dated 26.04.2022, 08:02 (1 page).
3. KCE letter ref. 201A22002/K100/KD/SK/0012 dated 29.04.2022 (29 pages).
4. Bill of quantities (1 page).
5. Subcontract: General Terms and Conditions (2 pages).

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

PAYMENT TERMS

As detailed within the attached Subcontract documents.

PARTICULARS OF MAIN CONTRACT:

MAIN CONTRACTOR	: Khansaheb Civil Engineering LLC
EMPLOYER	: Sky Palace Real Estate Developments LLC
EMPLOYER'S REPRESENTATIVE	: Omniyat Concept Investments LLC
FORM OF MAIN CONTRACT	: FIDIC 1 st Edition 1999
DEFECTS LIABILITY PERIOD	: 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

Saman Kulasooriya

Item (i)

From: Kevin Davies
Sent: 13 April 2022 18:36
To: Nasir Syed
Cc: 'Zakriya CHS'; 'Prem'; 'Ameer KT'; 'Althaf CHS'; Andrew Cook; Darren Cook; Chris McCann; Saman Kulasooriya; David Leitch; Tiago Marques da Gama
Subject: Dorchester Hotel & Residences
Attachments: K02a - SC PQ Questionnaire.xlsm; K02b - SC HSE, Welfare & Sustainability.xlsm

Hi Mr Nasir,

We have been engaged by Omniyat to complete the Dorchester Hotel & Residences. We understand you have scaffold erected on site & thus it would be beneficial for us to engage with yourselves to complete these works.

In order to do this & move forward to place an order with yourselves CHS will need to be pre-qualified as part of our QA procedures.

Could you please therefore arrange to complete & return the attached K2a & K2b forms, thereafter our Group Safety Manager will arrange an inspection / audit at your premises.

I trust this is all acceptable, but if you have any queries can you please contact me,

Regards

Kevin



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

From: Nasir Syed <nasir@chsdxb.com>
Sent: 14 March 2022 06:06 PM
To: tiago.dagama@omniyat.com; david.leitch@omniyat.com; jamie.barnsley@omniyat.com
Cc: 'Zakriya CHS' <zak@chsdxb.com>; 'Prem' <prem@chsdxb.com>; 'Ameer KT' <ameer@chsdxb.com>; 'Althaf CHS' <accounts@chsdxb.com>
Subject: FW: Roberts Work Sheet

Dear Tiago,

Reference to today's meeting at your site office, regarding the scaffolding erected area and other details of the scaffolding.

Pls find attached details for your reference.

Tomorrow we will arrange our supervisor to visit your site so he can do the combined inspection with your QS so your team can confirm the erected scaffolding is correct.

Thanks & Best Regards
Nasir Syed

CHS Creative House Scaffolding LLC
Sale - Hire - Contracts
www.chadxb.com



Saman Kulasooriya

From: Saman Kulasooriya
Sent: 26 April 2022 08:02
To: Nasir Syed; 'Zakriya CHS'
Cc: Anil Kumar Kariyappa; 'Althaf CHS'
Subject: RE: Dorchester Hotel & Residences
Attachments: 3. Scope & Preamble.docx; BOQ _ Specific Locations.xlsx; K05.pdf

Dear Nasir,

Please find attached Bill of Quantities of the locations which you have priced, but not started previously. Also please find out preamble document and responsibility matrix attached herewith. Please provide your best price with related drawings which you have prepared previously.

This information we need urgently and please provide your best price before COB 28.04.22,

Regards,
Saman



Saman Kulasooriya
Senior Quantity Surveyor
E saman.kulasooriya@khansaheb.ae | M +971 50 587 3058 | T +971 4 605 7200
www.khansaheb.ae

From: Nasir Syed <nasir@chwdx.com>
Sent: 25 April 2022 04:47 PM
To: Saman Kulasooriya <[samан.kulasooriya@khansaheb.ae](mailto:saman.kulasooriya@khansaheb.ae)>; 'Zakriya CHS <zak@chwdx.com>
Cc: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; 'Althaf CHS' <accounts@chwdx.com>
Subject: RE: Dorchester Hotel & Residences

Zak,

Pls provide as requested below.

*Thanks & Best Regards
Nasir Syed*



From: Saman Kulasooriya [<mailto:saman.kulasooriya@khansaheb.ae>]
Sent: 25 April 2022 16:34
To: Nasir Syed <nasir@chwdx.com>
Cc: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>
Subject: RE: Dorchester Hotel & Residences

Dear Nasir,

Thanks for prompt action. Please share following documents,



Ref: 201A22002/K100/KD/SK/0012
Creative House Scaffolding L.L.C.
P.O. Box 115713
Dubai
United Arab Emirates
Tel No. 04 455 4117

29th April 2022

Email. nasir@chsdxb.com

Attn; Mr. Nasir Syed- Managing Director

Dear Sir,

Dorchester Hotel & Residences

Supply, maintain, hire, and dismantle of existing Scaffoldings

Further to the meetings held at our site offices on 28th April 2022, we enclose herewith for your information and further action the following;

- | | |
|--|------------|
| 1. Minutes of Kick off meeting | (13 pages) |
| 2. Relevant Correspondence | (01 page) |
| 3. Clarification Schedule/Trade Check List | (02 page) |
| 4. K5 Summary of Requirements | (3 pages) |
| 5. 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, Business Bay	Contract No:	201A22002
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Subcontractor (SC):	Creative House Scaffolding (L.L.C.)	Meeting Date:	28.04.22
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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, maintain, hire and dismantle of existing Scaffolding to the above Project

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name:	Creative House Scaffolding (L.L.C.)	Name:	Khansaheb Civil Engineering LLC
Address:	P.O Box 115713 Dubai, UAE	Address:	P.O.Box 2716 Dubai, UAE
Tel No.	04 455 4117	Tel No.	04 605 7200

NAME (SC)	DESIGNATION	NAME (KCE)	DESIGNATION
Present: Nasir Syed	Managing Director	Present: Chris McCann Kevin Davies Saman Kulsooriya	Senior Project Manager Commercial Manager Sr. 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:	Nasir Syed
Position:	Managing Director
Mobile No:	055 780 0057
Email:	nasir@chsdxb.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.

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: KCE(Kevin) email, 18.36 P.M. Dated: 13.04.22</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 26.04.22 remained valid until	CHS/NS/123/210422-r2 26.05.22	
2.2.2	SC confirmed its tender price as:	AED 157,030.00	
2.2.3	SC confirmed its tender price was:		
	Subject to Remeasurement		
	Fixed Price		
2.2.4	SC confirmed that its rates and prices are fixed until:		
	Issuance of the Performance Certificate		
2.2.5	SC confirmed that after discount its final offer is:		
	AED 157,030.00		
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.	
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.	
2.3.4	KCE and SC agreed that a Performance Bond would be	N/A of the Subcontract price	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
2.3	Insurance, Bonds & Warranties continued		
2.3.5	SC confirmed that their tender included the provision of all warranties and guarantees required by the tender document and to satisfy the Employer's Requirements. Where a warranty or guarantee for a particular item is not clear from the tender documentation, the SC agreed to obtain the maximum warranty / guarantee available from the specified suppliers.		
2.3.6	SC agreed to provide a Collateral Warranty if required	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 <input type="checkbox"/> S/C Plant & Equipment <input type="checkbox"/> S/C Professional Indemnity <input type="checkbox"/> N/A CAR / Third Party <input type="checkbox"/> Employer		
2.3.9	The SC agreed to provide copies of their up to date policies and confirmed that if any insurances expire during the currency of the Project, the Subcontractor is to provide evidence of renewal.		
2.4	Valuation & Payment		
2.4.1	KCE and SC agreed that valuations are to be submitted on: <input type="checkbox"/> 30th of each month		
	KCE confirmed that payment would be made within <input type="checkbox"/> 15 days of receipt of the corresponding payment from the Employer		
2.4.2	KCE confirmed and the SC agreed that the retention percentage on the work is <input type="checkbox"/> N/A %		
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: <input type="checkbox"/> N/A		
2.4.4	The Balance of retention release will occur: <input type="checkbox"/> N/A		
2.4.5	KCE and SC agreed that all retention payments will be made within <input type="checkbox"/> N/A days of receipt of <input type="checkbox"/> N/A		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
2.4	Valuation & Payment continued		
2.4.6	If the SC fails to comply with the agreed programme (section 6) then Liquidated Damages / Penalties for the whole of the Works and any section, where applicable, will be applied in line with the amounts under the Main Contract.		See continuation page
2.4.7	KCE and SC agreed that the Defect Liability Period would be: 365 days from date of Taking over certificate		
	Further commercial terms were recorded in the continuation sheets: <input checked="" type="checkbox"/> No		
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"/> KCE Minor Subcontract standard form		
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: <input checked="" type="checkbox"/> 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. <input checked="" type="checkbox"/> 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>Where required, the SC will provide designs of specific scaffolds</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>As item 3.1 above</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>Not Applicable</p>		
3.8	SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals:		
3.9	<p>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.</p>		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date								
4.0	Change Management										
4.1	<p>KCE confirmed and SC agreed that payment for additional work will not be made without prior written instruction from the following named persons:</p> <table> <thead> <tr> <th>Title</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Chris McCann</td> </tr> <tr> <td>Sr. Quantity Surveyor</td> <td>Saman Kulsooriya</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Title	Name	Project Manager	Chris McCann	Sr. Quantity Surveyor	Saman Kulsooriya				
Title	Name										
Project Manager	Chris McCann										
Sr. Quantity Surveyor	Saman Kulsooriya										
4.2	<p>KCE and SC agreed that the valuation of works on a daywork basis: will not be permitted on this contract.</p> <p>If permissible KCE and SC agreed that the rules of 4.1 above would apply and the SC would submit comprehensive record sheets within 24 hours of the work being carried out.</p>										
4.3	The SC agreed to promptly advise KCE, in writing, of the impact that any instruction may have on the Subcontract works and to comply with the requirements of the Subcontract in all cases.										
4.4	Instructions issued by the Client / Consultants direct to the Subcontractor should not be acted on, unless relating to H&S matters. The SC agreed to notify KCE in writing about any instruction issued by the client.										
4.5	SC agreed to proceed with all instructions issued by the above named persons, including cases where the value has not been agreed.										
5.0	Technical Sufficiency										
5.1	<p>SC stated that its tender was technically fully compliant with the tender enquiry documents including but not limited to specifications, drawings, BOQ etc. and all applicable Building Standards / Statutory Authority Regulations, including Civil Defence and Municipality requirements etc. current at the date of its tender.</p> <p>Yes</p> <p>If no, the variance were identified as; [refer to appendix 2 for a complete list of clarifications / agreements]</p>										



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002						
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: Please refer to Appendix 2</p>	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: Not Applicable</p>	No							
6.0	Programme								
6.1	<p>KCE confirmed that the site working hours are:</p> <table> <tr> <td>Sunday to Thursday</td> <td>7am - 5pm</td> </tr> <tr> <td>Friday</td> <td>7am - 5pm</td> </tr> <tr> <td>Saturday</td> <td>Closed</td> </tr> </table> <p>If the SC wishes to work outside the above hours then permission must be requested / obtained from KCE's Project Manager in writing with 24 hours notice. Additional supervision / attendance cost incurred by KCE as a consequence will be charged to the SC's account.</p>	Sunday to Thursday	7am - 5pm	Friday	7am - 5pm	Saturday	Closed		
Sunday to Thursday	7am - 5pm								
Friday	7am - 5pm								
Saturday	Closed								
6.2	<p>The SC confirmed that the Subcontract works will be carried out in accordance with the durations and sequence indicated in KCE programme reference:</p> <p>Programme to be agreed to align with Main Contract Programme.</p>								
6.3	<p>A copy of which has been enclosed within Appendix 4</p> <p>SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same.</p>	<input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> No							



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: superstructure, and all finishes trades		
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	SC confirmed its intention to sub-let part of the Subcontract works: <input checked="" type="checkbox"/> 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: <input checked="" type="checkbox"/> Labour hire only		
8.2	SC confirmed that its labour for this project would be supplied by: <input checked="" type="checkbox"/> Direct & Hired 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.		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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:		
	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: Name to be advised Qualifications to be advised Note: minimum requirement of NEEBOSH qualification. Alternatives qualifications will be subject to prior approval from KCE Safety Department SC agreed that the above named person would be on site full time 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.		

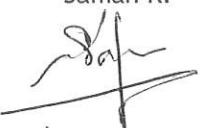


Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
8.11	KCE confirmed that the OSP19 Disciplinary Action Procedure for safety violations would be incorporated into the Subcontract. Any fines will 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.		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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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	Yes Yes 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): Saman K. Signature: 	Date: 24.04.22	
11.3	Signed for SC: Name (print): Signature:	Date:	
12.0	Attachments		
12.1	No. of continuation pages	1	
12.2	Appendix 1 - Relevant Correspondence	Yes	
12.3	Appendix 2 - Tender Clarification Schedule /-hand-marked copy of SC tender	Yes	
12.4	Appendix 3 - K05 Summary of Attendances	Yes	
12.5	Appendix 4 - Programme of Works	Yes	

list of Quantities



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
	Continuation Sheets		
2.4.1	KCE will issue a payment certificate within 10 days of receipt of the corresponding payment certificate issued under the Main Contract.		
2.4.6	The daily rate is 0.1% of the subcontract value per day maximum 10% of the Subcontract amount.		
2.5.2	FIDIC Conditions of Contract for Building & Engineering Works designed by the Employer, first edition 1999 (Red Book) as amended by Particular Conditions		
	General:		
1	The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements		
2	KCE advised that storage space on site if restricted and so all materials, plant & equipment are to be delivered on a 'just in time' basis. Materials are to be delivered in sequence and are to be lifted & fixed directly into place upon delivery.		
3	KCE will provide craneage in accordance with its site logistics plan or other such arrangement to off-load & erect materials. The SC's representative is to attend daily crane co-ordination meetings with KCE to agree crane usage / timings for the following days. Notwithstanding that KCE is providing the craneage the SC is responsible for submission of lifting plans, Risk Assessments Method Statements for KCE's approval.		
4	The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works		
5	The SC confirmed it has allowed for all costs associated with reduced working hours and / or changes in shift patterns during the Holy Month of Ramadan, 'summertime working' restrictions, night shifts & public holidays etc		
6	There will only be one site induction per day, should the SC require additional inductions additional costs will be incurred and charged to the SC		





APPENDIX 1
SCHEDULE OF RELEVANT CORRESPONDENCE



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

APPENDIX 1

SCHEDULE OF RELEVANT CORRESPONDENCE**Creative House Scaffolding (L.L.C.)**

No.	Subject	Reference	Date
1	Dorchester hotel & Residences	KCE (Kevin) email, 18.36pm (Enquiry)	13.04.22
2	Dorchester Hotel & Residences	KCE (Saman) email 08.02am (K05 & Preamble notes)	26.04.22
3	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K100/KD/SK/0012	29.04.22





APPENDIX 2

TENDER CLARIFICATION SCHEDULE / TRADE CHECK LIST



Ref	CHS Quotation dated 26.04.22	Response	Final Agreement dated
1	Contract period until notified in writing by the hirers to dismantle and clear away. (Once the delivery is done & if we face any kind of an obstruction to carry on at work formally notified to KCE, Subcontractor should maintain contemporary site, we will charge hire & also scaffold @ Dhs. 18/- per hour per person.)	Day works are not accepted. If any obstruction, Subcontractor should Agreed & Closed others the market rate of AED 5 - 7 m ² + hire of AED 0.10 - m ² / day.	Agreed & Closed
2	Extra Level Board Charges- Erection and Dismantle Charges AED 15/m ² , Hire Charges 0.71/m ² of Plan Area.	The proposed rate is not acceptable, based on comparable quotes from others the market rate of AED 5 - 7 m ² + hire of AED 0.10 - m ² / day.	Agreed & Closed
	General Note:		
1	Every handover certificate minimum hire period of 7 days, regardless asked to dismantle before the contract period.	Not accepted. Scaffold hire is to be charged per calendar day, commencing on the day after the scaffold has been signed off (scaffold issued) and handed over to KCE. The hire of scaffold will cease on the date KCE notify the Subcontractor the scaffold is no longer required and can be dismantled. KCE will endeavour to give reasonable notice of when scaffolds are to be off hired.	Agreed & Closed
2	Contract period until notified in writing by the hirers to dismantle and clear away.	KCE will confirm when scaffold's are to be off hired, this will be the date at which the hire will cease regardless of when the scaffold is actually dismantled and removed from site.	Agreed & Closed
3	Schedule of scaffolding erection and dismantle given before signing the agreement and it should be agreed by both the parties.	The order is based on a defined scope of scaffolding which was erected on site by the Subcontractor for the previous Contractor (RPJV). The scope of this order is to take on the continued hire of the existing scaffolds (with effect from 28.04.22) and the subsequent strip & removal of scaffold materials off site. If additional scaffolds are required these will be instructed by KCE's authorised representative. The Subcontractor is to comply with KCE's instructions.	Agreed & Closed
4	If any floor mats are required, this must be supplied by client.	Subcontractor shall provide the necessary protection prior to undertaking any works. This is deemed to be included within the Subcontract rates.	Agreed & Closed
5	Client has to make sure the material unloading or loading area max. 50meter from scaffold built area. With proper enough access to the site. Lift/Crane should be provided to carry scaffolding to the upper level floors same as at dismantle.	Please refer K05 for the details of resources / attendances to be provided by KCE. The Subcontractor is deemed to have visited the site and to be aware of any restrictions on access / distances that materials need to be moved. No additional costs will be accepted in connection with unloading / loading and / or handling of materials.	Agreed & Closed
6	In case if lift is not available client has to provide the man power to shift the material.	Not accepted, as item 5, above the Subcontractor is deemed to have visited the site & to be aware of any access restrictions that may exist in connection with the movement of manpower and / or materials.	Agreed & Closed
7	For any reason if client dismantles the scaffolding client have to make sure that the material should be returned to our yard & if client want us to dismantle partial the scaffold, or the nearest convenient location. KCE will not be responsible for the transportation of scaffolds. If KCE dismantle scaffolds on the Subcontractors behalf all costs will be charged to the Subcontractor account.	No additional costs will be accepted for the partial strip of scaffolds.	Agreed & Closed
8	Areas and number of units approximate shall be re-measurable based on actual installation.	The area / volume / heights of scaffold will be re-measured, unless prices are given on a lump sum basis. Scaffolds will be measured to the working platform level only, hire periods will be calculated as set out in item 3. above.	Agreed & Closed
9	Modification works on the existing scaffold, shall be charged extra on day work basis.	Modifications due to unsafe / incomplete / incorrectly built scaffolds will be undertaken at no cost to KCE. Modifications requested by KCE to suit methods of work will be instructed by KCE representative. If the modification involves a partial strip of the scaffold this is deemed to be included in the unit rates.	Agreed & Closed
10	Scaffolding is considered to be tied back to the existing permanent structures wherever required.	Noted. The Subcontractor is to ensure all scaffolds are safe and built in accordance with recognised international standards / KCE requirements.	Agreed & Closed
11	Site facilities (drinking water, dining/rest areas and toilets) for CHS personnel to be As per K05 provided by Client free of cost.	Noted and agreed	Agreed & Closed
12	Vehicle passes if required, shall be arranged and paid by the client.		Agreed & Closed
13	The above quotation is based on a 6 day working/week (8 hours per day) CHS scaffolders not available to work at Night shift and on Private holidays. If client minutes. It may be necessary for the Subcontractor to work outside requires CHS to work, it should be agreed before finalizing the order.	Subcontractor shall work site hours as set out in the PTR meeting these hours, if at KCE's request then reasonable notice will be given.	Agreed & Closed
14	The above prices are based upon and subject to the dimensions and information supplied to us as being correct at the time of preparing our quotation.	The Subcontractor's offer is based on scaffolds erected previously under a separate contract for others (RPJV), thus the Subcontractor is fully aware of the size and extent of scaffolds.	Agreed & Closed
15	Works not specifically mentioned in the above scope or any increase to the above dimensions or any additional requirements at site will be subject to additional costs as sheets variation and it will be charged on prorate base.	The Subcontract will be re-measured based on approved scaffolding tag sheets.	Agreed & Closed
	QUOTE INCLUDES:		
1	One level board on birdcage & full level board for independent access scaffold.	All scaffolds are to be erected with 1 boarded lift, unless specifically stated otherwise. All scaffolds are to be provided with handrails, toe boards, and points of access at agreed locations and are to be constructed in accordance with recognised international standards.	Agreed & Closed
2	Toe Board, Ladder.	Ditto	Agreed & Closed
	QUOTE DOES NOT INCLUDE:		
1	CHS Safety officer will check the scaffolding once in a week. If client need CHS full time safety officer then it will be charged AED 125/hour & CHS Supervisor visit the site every day, in case full time supervisor requested by client then it will be charged AED 125/hour . (Min. 2 hours / day)	The Subcontractor is to provide suitable safety supervision during the execution of the Subcontract works.	Agreed & Closed
2	Shade netting.	Noted and agreed	Agreed & Closed
3	Permission for anchor or ties (should be taken by client).	Permission will be provided by KCE	Agreed & Closed
4	Third party inspection/certificate, if required shall be charged extra.	Noted and agreed	Agreed & Closed

Ref	CHS Quotation dated 26.04.22	Response	Final Agreement dated
TERMS AND CONDITIONS:			
1	Material collection & return by CHS.	Noted and agreed	Agreed & Closed
2	Hire starts from date of handover & ends on customer's written confirmation 2 days in advance. In case the hire price based on set/tower, & the partial quantity is returned, after the scaffold has been signed off (scafftag issued) and handed over CHS will still charge for the full hire charges until the last component is returned to KCE. The hire of scaffold will cease on the date KCE notify the unless client request in writing stating that the balance material will be returned in 1 week time/request to stop hire charges & charge for lost material. If the hire charges KCE will endeavour to give reasonable notice of when scaffolds are to be agreed based upon components basis, hire will be charged on prorate basis.	The Subcontract will be awarded as minor work order and any additional works will be instructed in writing (through an E-11). Where additional works are instructed the Subcontractor is to commence the works as instructed. Any additional works will be valued at Subcontract rates where appropriate or at reasonable market rates for works of a similar nature and scale.	Agreed & Closed
3	CHS will issue Hire invoice based on agreed hire price at the end of every month (on 28th). If the hire period exceeds the actual LPO period, client is responsible to amend works to be charged at our current selling price, less 5%.	Shortage/damage materials not applicable for existing erected items as KCE not takeover the same.	Agreed & Closed
4	Client to ensure that equipment is returned in good condition. If cleaning is required, If cleaning is required, CHS/KCE should agree before start dismantle the materials. KCE will not accept any extra charges after dismantle without agreement with KCE.	If cleaning is required, CHS/KCE should agree before start dismantle the materials. KCE will not accept any extra charges after dismantle without agreement with KCE.	Agreed & Closed
5	Commencement of works will be subject to receiving a local purchase order along with KCE will issue minor Subcontract Order.	Noted. It will be administrate as per the Subcontract.	Agreed & Closed
6	If method statement, designs or calculations are required, these will be produced once we have received a written instruction from the client confirming that we have been awarded the above works.	Noted and agreed	Agreed & Closed
7	Further to the submission of designs or calculations after the receipt of written confirmation/ PO, on non receipt of instructions for execution of works within 30 days, 10% of the design fees will charge.	Noted. It will be administrate as per the Subcontract.	Agreed & Closed
8	Client to arrange and cover the costs 'if required' for any permits or security passes. It is the responsibility of the client to ensure that the roof/slab/floors upon which our scaffolding may be installed are capable of withstanding the extra imposed load/weight.	Not agreed. The Subcontractor is aware this is a live building site and so will need to co-ordinate with others.	Agreed & Closed
9	Any delays beyond CHS's control shall be charged to Client on day work rates	The Subcontractor should formally notify KCE of delays which are resulting in additional costs. The Subcontractor is to maintain & submit contemporary records on a daily basis for any idle resources detailing why the resources are idle.	Agreed & Closed
10	It is the responsibility of the client to ensure that we are given unobstructed access to site prior to and during the execution of our works.	Not agreed. The Subcontractor is aware this is a live building site and so will need to co-ordinate with others.	Agreed & Closed
11	It is the responsibility of the client to provide craneage, electrical power and lighting "if or when required" during both installation and dismantling activities.	KCE will provide craneage in accordance with its site logistics plan or other such arrangement to off-load materials. The SC's representative is to attend daily crane co-ordination meetings with KCE to agree crane usage / timings for the following days.	Agreed & Closed
12	If craneage/forklift is not available for the Lifting/ Lowering/ Shifting of our equipment additional costs/charges will apply.	The Subcontractor is to take all reasonable measures to prevent and avoid damage during the execution of the Subcontract Works. The Subcontractor is to protect floor finishes prior to commencing its works (for both movement of materials and erection / dismantling of scaffold)	Agreed & Closed
13	It is the responsibility of the client to ensure that any areas requiring protective covering are suitably protected, prior to our commencement of work.	Although every care will be taken during the execution of our activities, we will not be held liable for any accidental damages caused to areas or items not suitably protected default will be recovered from payments due to the Subcontractor.	Agreed & Closed
14	Client is responsible for obtaining any municipality approvals and if required to provide where necessary a suitable method of protection for pedestrians.	Noted and agreed	Agreed & Closed
15	CHS will supply standard PPE to all our personnel any additional or personalized equipment to be supplied by the client or additional charges will apply.	The Subcontractor is to comply with KCE's HSE Plan, K05 and other Agreed & Closed Company standards.	Safety inspection are to be undertaken as per KCE's HSE / QA plan, Agreed & Closed approved Method Statements or in accordance with recognised industry good practice.
16	Safety inspection to be conducted on a weekly basis using the scafftag system.	Noted, but it is the Subcontractor obligation to ensure the scaffold is fit for use. If KCE incurs delay due to the scaffolds provided by the Subcontractor being unsafe or unfit for use then any costs will be to the Subcontractors account.	Agreed & Closed
17	CHS will reserve the right to "red tag" prevent access to our scaffolding at any time if we deem the scaffold to be unsafe or unfit to use. We shall not be held responsible for any delays or any lost time encountered during these precautionary measures.	It is conditional on accepting this quotation that we reserve the right, in any event of non-payment of agreed terms, to attend site and remove all our materials, cost of facilities and receive secure payment in advance.	Not accepted. If there is any delay in payment the Subcontractor is to bring this to the Contractors attention.
18	This quotation is subject to our standard terms of Sale, Contract, Hire and Local regulations.	This quotation supersedes previous quotations for the contents quoted herewith.	The agreement based on the documents stated in the minor work order - Agreed & Closed the Subcontractors standard terms of sale are not included and are superseded.
19	This quotation is based upon and subject to the availability of resources at the time of receiving order.	This quotation is based upon and subject to the availability of resources at the time of receiving order.	Noted and agreed
20	Payment:	Please refer item 2.4 - Valuation & Payments in PTR minutes - payments	Agreed & Closed
21	1 30 days from date of invoice	Agreed & Closed	will be made 15 days from receipt of the corresponding payment under the main Contract.
22	2 This quotation is subject to our standard terms of Sale, Contract, Hire and Local regulations.	3 This quotation supersedes previous quotations for the contents quoted herewith.	The agreement based on the documents stated in the minor work order - Agreed & Closed the Subcontractors standard terms of sale are not included and are superseded.
23	4 This quotation is based upon and subject to the availability of resources at the time of receiving order.	5 Payment:	6 Please refer item 2.4 - Valuation & Payments in PTR minutes - payments
24	7	8	9



Commercial Trade Checklist for Access Scaffolding

No	Item	Comments
1.	Hire periods & rates for extended hire of scaffold	Approximate hire periods are stated in the scaffold pricing schedule. Scaffold will be hired on a per calendar days basis, hire commencing the day after scaffold is handed over to KCE.
2.	Procedures for variations to contract, including method of pricing variations e.g. pro-rata rates etc.	Additional scaffold will wherever possible be valued at the agreed rates as per the pricing schedule, or based on rates given in the pricing schedule.
3.	On and off-hire dates. The hire commences the day after the completion of scaffold erection and issue of 'scafftag' & ceases on KCE's notification to dismantle.	Note. The same principle apply to scaffold which is to be partially dismantled.
4.	Design responsibility and design approval period.	The SC will be responsible for designing the scaffold, including providing drawings, calculations & 3rd party check certificates where necessary
5.	Scaffold handover / inspection / certification procedure	Scafftag system to be implemented.
6.	Scaffold inspection responsibilities.	SC allocate 'responsible person' who is to inspect & confirm scaffold is fit for use. Scaffold is to be jointly measured on site for valuation purposes.
7.	Notice period for returning to site for adaptations and dismantling.	SC is to respond to KCE requests for modification / adaption of scaffold within 24 hours of KCE request.
8.	Schedule of rates for any write-offs (that are caused by KCE).	Items to be included & priced in pricing schedule.
9.	Out of hours working, special requirements or variations from scaffolder's normal hours.	Daywork rates are to be provided as per the pricing schedule, all rates (daywork & measured works) will apply to both dayshift & nightshift, rest days / holidays & public holidays.
10.	Competent site supervisor to be provided.	SC to provide a full time competent scaffold supervisor / foreman at all times when scaffolding works are being undertaken.
11.	Certification of scaffolders.	SC is to ensure all scaffolders are suitably trained / qualified
12.	Confirm safety netting, sheeting and wind loading requirements.	Medium density shade net to be used. The pricing schedule contains rates for supply, erect & remove and erect & remove only. The shade net is to be supplied by the SC and is, wherever possible to be re-used.
13.	Rubbish chute, supply, fix and maintain.	Not Required
14.	Ladder access requirements.	Access ladders are to be provided to scaffolds at regular intervals in accordance with local standards and recognised good practise and as agreed with KCE staff. Ladder gates & hatches are to be included.
15.	Safety signage, supply and fix.	Note. SC is responsible for provision of all signs & notices relating to the scaffolding.
16.	Pedestrian walkways.	Not included in the subcontract
17.	Loading bay requirements.	Not included in the subcontract
18.	Hoist landings.	N/A
19.	Lift shaft / stairwell scaffolds.	Not included in the subcontract
20.	Agree any double boarding with intermediate sheets over public walkways, or other protected areas.	Not included in the subcontract
21.	Agree storage areas.	KCE will provide a storage area for the SC to use, although it should be noted space on the site is limited & thus the SC will have to mobilise / demobilise materials on an as required basis.
22.	Agree clearance of materials, after erection and dismantling.	All scaffold materials to be cleared to an agreed storage location on site. The SC is aware that space is at a premium and ths limited quantities of scaffold can be stored on site.
23.	Confirm all scaffold fully inspected and handover certificate issued prior to first use.	Scafftag' system to be implemented. SC allocate 'responsible person' who is to inspect & confirm scaffold is fit for use. Scaffold is to be jointly measured on site for valuation purposes.
24.	Confirm all scaffold safety notices are the scaffolder's responsibility e.g. scaffolding incomplete etc.	Note. SC is responsible for provision of all signs & notices relating to the scaffolding.
25.	Agree dismantling procedure, safe working areas, exclusion zones, etc.	To be agreed on site to suit specific requirements.
26.	Confirm adaptations only by scaffolders to approved design.	Adaptions / modifications to scaffolds are to be undertaken by suitably qualified personnel & in accordance with approved designs / method statements as applicable
27.	Specific lift heights.	Lifts heights to be agreed for specific scaffolds, but typically to be to suit scaffold system
28.	Agree clearance between scaffold and structure (base setting out).	To be agreed on site to suit specific requirements.



Commercial Trade Checklist for Access Scaffolding

No	Item	Comments
29.	Agree all tying-in to design loadings, locations and methods.	Scaffold to be tied to structure as necessary to ensure stability / safety.
30.	Obtain rates (linear metre) for hand-rails to voids, slab edges, roofs, stairs, etc.	Not included in the subcontract
31.	Scaffold boards to be clipped where required.	The SC is to ensure all scaffold boards are clipped where required in accordance with applicable standards and good practice





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	n/a	n/a
1.4	Buildings / containers for Subcontractor's storage	<input type="checkbox"/>	✓
1.5	Specific security of Subcontractor's facilities and material (general security by KCE as 1.8)	<input type="checkbox"/>	✓
1.6	Toilet and washing facilities	✓	<input type="checkbox"/>
1.7	Canteen facilities (if applicable)	n/a	n/a
1.8	General security / hoarding to perimeter of site / laydown areas	✓	<input type="checkbox"/>
1.9	Provision of first aider(s) & all equipment	<input type="checkbox"/>	✓
1.10	Provision of telephone and internet connection	<input type="checkbox"/>	✓
1.11	Telephone and internet monthly charges	<input type="checkbox"/>	✓
1.12	Computers, printers & other electrical office equipment	<input type="checkbox"/>	✓
1.13	Provision of office furniture	<input type="checkbox"/>	✓
1.14	Provision of office stationary	<input type="checkbox"/>	✓
1.15	Provision of office consumables (milk, tea, coffee etc.)	<input type="checkbox"/>	✓
2	Temporary Services		
2.1	Provision of temporary power & water to office & storage buildings	✓	<input type="checkbox"/>
2.2	Provision of a temporary power connection for the works 50m from the workface (110v)	✓	<input type="checkbox"/>
2.3	Safe distribution of power from the above connection (item 2.2)	<input type="checkbox"/>	✓
2.4	Provision of a water connection point 50m from the workface	✓	<input type="checkbox"/>
2.5	Distribution of water to the workface 50m from the above connection point (item 2.4)	<input type="checkbox"/>	✓
2.6	Task lighting	<input type="checkbox"/>	✓
2.7	Safety lighting (in order to provide safe access and egress)	✓	<input type="checkbox"/>
3	The Works		
3.1	Setting out - main grid lines & datum points (at SC cost as main Contract matrix)	✓	<input type="checkbox"/>
3.2	Setting out of the Subcontract works	<input type="checkbox"/>	✓
3.3	Competent Supervision of the Subcontract works and labour	<input type="checkbox"/>	✓
3.4	Protection of the Subcontract works & removal of protection on completion	<input type="checkbox"/>	✓
3.5	Disposal of waste to site refuse area	<input type="checkbox"/>	✓
3.6	Segregation of waste in to the designated waste skip	<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 (If available on site)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.3	Shared use of hoists and / or service lifts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.4	Offloading Subcontractor's deliveries (within the areas identified in KCE's logistic / crane plan & within maximum crane lifting limits)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.5	Offloading Subcontractor's deliveries (Outside of areas shown in KCE logistic / crane plan)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.6	Loading out Subcontractor materials to the place of installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.7	Specialist lifting accessories i.e Spreader beams, frames etc	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Access & Equipment		
5.1	Provision of small tools & hand held power tools (110 volt only)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.2	Small mechanical plant & equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.3	Driver operated plant & equipment (if required)	<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 type="checkbox"/>
5.7	Mechanical/electrical working platforms - scissor lifts, cherry pickers and the like	<input type="checkbox"/>	<input type="checkbox"/>
5.8	Independent access scaffold up to platform height of 3.5m by SC	<input type="checkbox"/>	<input type="checkbox"/>
5.9	Independent access scaffold platform height above 3.5m	<input type="checkbox"/>	<input type="checkbox"/>
5.10	Birdcages & specialist crash decks	<input type="checkbox"/>	<input type="checkbox"/>
5.11	Handrail edge protection	<input type="checkbox"/>	<input type="checkbox"/>
5.12	Debris netting & protection	<input type="checkbox"/>	<input type="checkbox"/>
5.13	Access stairs to the works	<input type="checkbox"/>	<input type="checkbox"/>
5.14	Task specific fire extinguishers where required (e.g. for hot works)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.15	Task specific safety signage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Personal Protective Equipment (PPE)		
6.1	Provision of all KCE mandatory PPE including but not limited to, branded overalls & high visibility vests, safety footwear, heavy duty safety helmets, safety gloves, safety glasses. Note; Any operative attending site with poor quality PPE or without the mandatory PPE, will either be refused entry or issued with the correct PPE with the cost being deducted from the Subcontractor's account.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.2	All task specific PPE required to comply with the approved safe system of work documented through KCE's K-Standards or the method statement, risk assessment and COSHH assessment must be provided.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Any Other Specific Facilities & Attendances Identified Below		
7.1	The SC shall use its best endeavours to ensure the collection & removal of recyclable waste materials generated by the Subcontractor (& its supply chain) is returned to source and not included in skips to be disposed off as waste.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.2	MEWP's to be used wherever possible, mobile scaffold towers use to be approved by KCE SPM	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.3	High visibility vests with company name, designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.4	Safety Helmet with names/ designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	Confined Space Works (only to extent applicable for the SC Works)		
8.1	Multi gas monitor	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.2	Rescue harness per entrant	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.3	Rescue tripods & winches	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.4	Mechanical ventilation, extraction & air movement equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.5	Emergency rescue escape sets (for medium & high risk works).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.6	Means of communication (e.g. Radio)	<input type="checkbox"/>	<input checked="" type="checkbox"/>



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

Signed on behalf of the SC

Date





APPENDIX 4
BILL OF QUANTITIES



Preamble for Scaffold Measurement:

1. The ‘scaffold pricing schedule’ is to be completed by the Subcontractor. Interim payments will be made on this basis.
2. Scaffold hire is to be charged per calendar day, commencing on the day after the scaffold has been signed off (scafftag issued) and handed over to KCE. The hire of scaffold will cease on the date KCE notify the Subcontractor the scaffold is no longer required and can be dismantled. KCE will endeavour to give reasonable notice of when scaffolds are to be off hired.
3. Scaffolds measured in m² will be measured to the top boarded lift only, the handrail to the top boarded lift will not be included in the calculation of the area / volume for payment purposes.
4. The handrail & toe board to the top boarded lift will not be measured as a separate item, this is deemed to be included within the rate for scaffold. Handrails will only be measured as a separate item where specifically required as edge protection (to slab edges / openings & the like) or ‘inside handrails’ as instructed by KCE.
5. Additional boarded lifts will be measured on plan to the area boarded. The rate for such boarded lifts is deemed to be inclusive of the external handrail and toe boards required to ensure the boarded lift is fit for use.
6. Internal handrails will be measured separately in linear metres at the agreed rates. Internal handrails are only to be erected at locations specifically requested by KCE, rates are deemed to be inclusive of handrails and toe boards in accordance with specification.
7. Independent scaffold is to be erected to a standard width of 1.20m, unless specifically instructed otherwise by KCE.
8. Scaffold to columns (measured / m vertically to platform level) can be 600mm wide where erected to all 4 faces of column.
9. There is separate classification for “scaffold towers”, mobile & static. Access scaffold, having more than 4 ‘support legs’ will be measured and valued at the applicable rates for ‘independent scaffold’.
10. Where an existing scaffold is partially stripped and / or modified then the work executed will either be valued at rates contained in the pricing schedule or rates derived therefrom.
11. Ladders, inclusive of ladder gates & ladder hatches are to be provided at regular intervals in accordance with local standards and recognised good practise and locations agreed with KCE staff.



Preamble for Scaffold Measurement;

12. The Subcontractor will have shared use of KCE's mobile cranes, by agreement, which is to be co-ordinated with KCE and others. In the event the mobile cranes are not available then the Subcontractor will not be entitled to any additional payment.
13. All unit rates are deemed to be fully inclusive of the delivery of materials to site, the distribution of materials to the work and the subsequent removal of materials to an agreed location and demobilise from site.
14. All unit rates are to apply equally to work executed on day & night shift, weekdays, holidays, rest days and public holidays.
15. Monthly applications / invoices are to be submitted on a 'cumulative' basis in both hard & soft copy in a format to be jointly agreed.



BILL OF QUANTITIES

CONTRACT NAME: Dorchester Hotel & Residences

Date :

29/04/2022

CONTRACT NO : 201A22002

SUBCONTRACTOR: Creative House Scaffoldings LLC



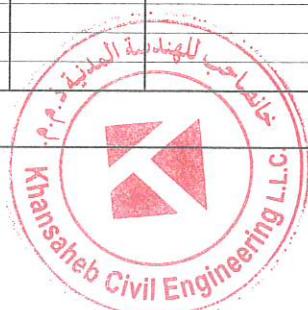
BILL OF QUANTITIES

CONTRACT NAME: Dorchester Hotel & Residences Date : 29/04/2022

CONTRACT NO : 201A22002

SUBCONTRACTOR: Creative House Scaffolding LLC

Item	Description	Qty		Unit	Rate		Amount
		Valumn	Duration		Hire	Dismantle	
<u>Existing Scaffolding</u>							
A	Residential - with 3 support Tower - 17-23	3,612.00	90.00	m3	0.20	3.60	78,019.20
B	Residential - with 1 Level Board - 17-23	167.31	90.00	m3	0.30	6.00	5,521.23
C	Podium Cantilever -4-6 (Crane Side)	878.00	90.00	m3	0.30	6.00	28,974.00
D	Podium Cantilever -4-6	2,484.00	90.00	m3	0.20	3.60	53,654.40
<u>Sub Total 01</u>							166,168.83
30% Discount on items A - D							(49,850.65)
E	L 7 Access scaffold for GRC Installation with 1m cantilever (Partial Work Done)	569.40	90.00	m3	0.30	6.00	18,790.20
F	Above item Additional Cradle Landing Platform 1.5 (Partial Work Done)	664.30	90.00	m3	0.30	6.00	21,921.90
Estimated Sub-Contract Price (AED)							157,030.00



SUBCONTRACT : GENERAL TERMS AND CONDITIONS

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



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

Khansaheb Civil Engineering L.L.C.
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