

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
الراشدية
ص.ب. ٢٧١٦
دبي، الإمارات العربية المتحدة

Ref: 201A22002/K100/KD/SK/0034

25th May 2022

Joyz Overseas Technical Services
P.O. Box 643843
Dubai, United Arab Emirates
Tel No. 04 584 7313

Email. shinoy@joyzoverseas.ae; sarath@joyzoverseas.ae

Attn; Mr. Shinoy Joy - Managing Director

Dear Sir,

**Dorchester Hotel & Residences
EIFS works. - Post Tender Meeting**

Further to the meetings held at our site offices on 13th May 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. Tender Clarification Schedule | (01 page) |
| 4. K5 Summary of Requirements | (03 pages) |
| 5. Bill of Quantities | (05 pages) |

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

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

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

Chris McCann
Senior Project Manager

Encl. as noted

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Subcontractor (SC):	Joyz Overseas Technical Services LLC	Meeting Date:	13.05.22

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

SCOPE OF WORK:

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

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name: Address: Tel No.	Joyz Overseas Technical Services LLC P.O Box 643843 Dubai, UAE 04 584 7313	Name: Address: Tel No.	Khansaheb Civil Engineering LLC P.O.Box 2716 Dubai, UAE 04 605 7200

NAME (SC)		DESIGNATION	NAME (KCE)		DESIGNATION
Present:	Shinoy Joyz Sarah Kumar	Managing Director Project Manager	Present:	Chris McCann Kevin Davies Anil Kumar Kariyappa	Senior Project Manager Commercial Manager Quantity Surveyor

Khansaheb point of contact (KCE):

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

Project Commercial Manager (KCE):

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

Subcontractor point of Contact (SC):

Name:	Sarath Kumar
Position:	Project Manager
Mobile No:	054 996 3940
Email:	sarath@joyzoverseas.ae

Correspondence:

All correspondence issued in connection with this Subcontract is to be addressed to the Contractor's / Subcontractor's designated 'point of contact' noted above.

The SC confirmed that their point of contact named above is deemed to be duly authorised to act on behalf of and agree matters on behalf of the Subcontractor and to act as the Subcontractor's Representative under the Subcontract.

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
2.0	Commercial Sufficiency		
2.1	Khansaheb Tender Enquiry SC confirmed receipt of KCE tender Enquiry: Reference: F015/15.900.61b/33922/CDCT/0422 Dated: 26.04.22 Further communication is listed in the Schedule of Relevant Correspondence attached in Appendix No. 1 of these minutes.		
2.2	Validity of the Subcontractor's Tender		
2.2.1	The SC confirmed its tender reference dated 26-Apr-22 remained valid until	F015/15.900.61b/33922/CDCT/0422 26-May-22	
2.2.2	SC confirmed its tender price as:	AED 1,538,156.94	
2.2.3	SC confirmed its tender price was: Lump Sum Fixed Price		
2.2.4	SC confirmed that its rates and prices are fixed until: Issuance of the Performance Certificate		
2.2.5	SC confirmed that after discount its final offer is: AED 1,538,156.94		
2.3	Insurance, Bonds & Warranties		
2.3.1	SC confirmed that an Advance Payment would not be required	No	
2.3.2	KCE and SC agreed that the Advance Payment would be 10 % of the Subcontract price.		
2.3.3	The Advance Payment will be recovered at 11 % 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		See continuation page

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
-----------	---	--------------	-----------

Item	Minute	Action by	Date
2.3	Insurance, Bonds & Warranties continued		
2.3.5	SC confirmed that their tender included the provision of all warranties and guarantees required by the tender document and to satisfy the Employer's Requirements. Where a warranty or guarantee for a particular item is not clear from the tender documentation, the SC agreed to obtain the maximum warranty / guarantee available from the specified suppliers.		
2.3.6	SC agreed to provide a Collateral Warranty if required	Yes	If requested by Employer
2.3.7	The SC confirmed and agreed that the cost of supplying the above bonds and warranties is included in their Subcontract price and that failure to provide them will result in interim payments being withheld.		
2.3.8	KCE and SC agreed that the following insurances are to be provided: Workmen's Compensation S/C Plant & Equipment S/C Professional Indemnity N/A CAR / Third Party Employer		
2.3.9	The SC agreed to provide copies of their up to date policies and confirmed that if any insurances expire during the currency of the Project, the Subcontractor is to provide evidence of renewal.		
2.4	Valuation & Payment		
2.4.1	KCE and SC agreed that valuations are to be submitted on: 30th of each month		
	KCE confirmed that payment would be made within 15 days of receipt of the corresponding payment from the Employer	15	days
2.4.2	KCE confirmed and the SC agreed that the retention percentage on the work is 10 %	10	%
2.4.3	The release of retention will take place in line with the conditions of the Main Contract which states that the first half will be released: On receipt of the Taking Over Certificate for the Main Contract works		
2.4.4	The Balance of retention release will occur: See Continuation Sheet		
2.4.5	KCE and SC agreed that all retention payments will be made within 15 days of receipt of the corresponding payment from the Employer	15	days

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
-----------	---	--------------	-----------

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"/> Yes		
2.5	Conditions of Contract		
2.5.1	<p>Main Contract</p> <p>Project Description: All outstanding Works required to bring the Project known as the Dorchester Hotel & Residences to completion</p>		
2.5.2	Form of Contract: <input 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 type="checkbox"/> FIDIC Subcontract 2011 with Part II Particular Conditions		
2.5.7	KCE and SC agreed that the Subcontractor's tender qualifications, exclusions, attendances, terms and conditions are superseded by the amendments / agreements made in: <input 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 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
Item	Minute	Action by	Date
3.0	Design		
3.1	<p>The following design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>Design Responsibilites as per the previous subcontract agreement ref 17001DH/SCA/D&B/40-1-40-JOTS.</p>		
3.2	<p>The following temporary works design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>Design Responsibilites as per the previous subcontract agreement ref 17001DH/SCA/D&B/40-1-40-JOTS.</p>		
3.3	The SC confirmed that his design, will be in accordance with the Tender and Main Contract documents and all design obligations shown and / or described therein are included.		
3.4	SC confirmed that it has sufficient and competent design resource available to deliver the above design responsibilities for this project.		
3.5	SC confirmed that his tender is fully compliant with all applicable Building Standards, Statutory Authority Regulations, Civil Defence and Municipality requirements etc.		
3.6	<p>SC confirmed that he has included for the provision of shop drawings:</p> <p>Yes</p>		
3.7	<p>SC agreed to provide all necessary as-built information and records:</p> <p>Yes</p>		
3.8	SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals:		
3.9	<p>Yes</p> <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
-----------	---	--------------	-----------

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	KCE and SC reviewed the KCE Trade Checklist: If yes, the following pertinent points were identified: None	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	7am - 5pm 7am - 5pm 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: Programme to be agreed to align with Main Contract Programme		
	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.	No	N/A

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
-----------	---	--------------	-----------

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

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002					
Item	Minute	Action by	Date					
8.4	The SC confirmed that all subcontractors listed in 8.1 or any future subcontractors referred to in 8.3 would be pre-qualified and assessed to ensure their competence and capacity to complete the sub-let element of works. The SC agreed to provide prequalification records upon request.							
8.5	KCE explained to the SC the requirements of their K-Standards that relate to the package works and the SC confirmed that they would fully comply with these standards and that the associated costs are included in their tender price.							
8.6	KCE confirmed that a copy of the company health, safety, environmental & sustainability policies and company procedure are available for inspection on site and stated that the content of this document was the minimum standard to be achieved by the SC. The SC confirmed and agreed to its application.							
8.7	KCE confirmed that a copy of the company Worker Welfare Procedure is available for inspection at KCE's Head Office and that the requirements of this document must be respected and adhered to in relation to the employment of labour in every regard. The SC confirmed and agreed to its application.							
8.8	KCE confirmed that all persons entering site must attend a site induction and provide all required documentation. The site inductions would be held on site at the following times: <table border="1"><tr><td>Day</td><td>Daily</td><td>Time</td><td>7am</td></tr></table>	Day	Daily	Time	7am			
Day	Daily	Time	7am					
	KCE confirmed and SC agreed that should their persons fail to attend the above induction then they must leave site and return for the next available induction. All cost associated with this will be the responsibility of the SC.							
8.9	SC confirmed that it would provide weekly tool box talks to its operatives along with daily briefings on the methodology and controls required to complete the works From time to time KCE may request the SC to carry out a tool box talk on a specific subject matter. The SC agreed to comply with any such request.							
8.10	The SC confirmed that the below named person would be their Safety Officer(s) on the project and confirmed that this person held the following qualifications: <table border="1"><tr><td>Name</td><td>to be advised</td></tr><tr><td>Qualifications</td><td>to be advised</td></tr></table> <i>Note: minimum requirement of NEEBOSH qualification. Alternatives qualifications will be subject to prior approval from KCE Safety Department</i> SC agreed that the above named person would be on site <table border="1"><tr><td>full time</td></tr></table> during the execution of the works. SC agreed to comply with the DM code of construction safety practice as a minimum, ensuring that the required attendance & qualifications of its Safety Officers are met. SC agreed to provide a copy of its proposed Safety Officers CV for KCE's review and approval. Dependant on the number of operatives the SC has on site the number of Safety Officers required may increase as described in the DM code. The SC agreed to promptly provide further names and CV's of any additional Safety Officers required, for KCE's prior approval.	Name	to be advised	Qualifications	to be advised	full time		
Name	to be advised							
Qualifications	to be advised							
full time								

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
-----------	---	--------------	-----------

Item	Minute	Action by	Date
8.11	KCE confirmed that the OSP19 Disciplinary Action Procedure for safety violations would be incorporated into the Subcontract. Any fines will be deducted from interim payments due to the SC.		
8.12	<p>KCE explained the key details of the project safety plan as outlined below and the SC confirmed its understanding:</p> <p>A full copy of the Project HSE Plan & logistics plan is available for the SC to inspect / review</p>		
8.13	KCE explained the key details of its Sustainability's policy and confirmed its commitments to a sustainable construction.		
8.14	<p>SC confirmed its commitment to sustainability in line with KCE's policy and outlined some of the sustainability initiatives it was currently undertaking:</p> <p><input checked="" type="checkbox"/> Yes</p>		
8.15	SC agreed to comply with KCE's Quality plan and QA procedures currently in force, a copy of which is available on site for the SC to review.		
8.16	SC agreed to provide compliance certificates for all workmanship, materials, plant & equipment supplied for the Project and agreed to provide an inspection & test plan prior to commencing the works on site, to which the plan relates.		
9.0	Further Matters		
9.1	<p>Further matters raised by KCE / SC are recorded on the continuation sheets attached.</p> <p><input checked="" type="checkbox"/> Yes</p>		
10.0	Intention to Subcontract		
10.1	<p>KCE having considered the SC tender and the SC representations during this meeting advised that the following option as described below will be taken:</p> <ul style="list-style-type: none"> <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
-----------	---	--------------	-----------

Item	Minute	Action by	Date
10.2	KCE stated that in the event of a Subcontract award a Letter of Intent (LOI) would be issued. The SC agreed to proceed on this basis whilst the formal Subcontract Agreement was being collated.		
10.3	<p>KCE confirmed the list of documentation appropriate for incorporation into the formal Subcontract order in the event of award is:</p> <p>As listed in Appendix 1 of these minutes</p> <p>These minutes and attachments</p> <p>Any further documents issued from the date of these minutes until placement of order</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> No	
11.0	Statement of Agreement		
11.1	These minutes together with the below referenced attachments are issued 'subject to contract' but are agreed and accepted to be a complete and accurate record of discussions and as such may form part of a future Subcontract agreement and then be binding on the parties. In the event that they are not issued immediately after the meeting, the SC is requested to return them to KCE within 5 calendar days of receipt having previously raised and agreed with KCE's representative below any matter that will reasonably require amendment.		
11.2	<p>Signed for Khansaheb:</p> <p>Name (print): Anil K</p>  <p>Date: 24.05.22</p> <p>Signature:</p>		
11.3	<p>Signed for SC:</p> <p>Name (print):</p> <p>Date:</p> <p>Signature:</p>		
12.0	Attachments		
12.1	No. of continuation pages	<input type="checkbox"/> 1	
12.2	Appendix 1 - Relevant Correspondence	<input type="checkbox"/> Yes	
12.3	Appendix 2 - Tender Clarification Schedule / hand marked copy of SC tender	<input type="checkbox"/> Yes	
12.4	Appendix 3 - K05 Summary of Attendances	<input type="checkbox"/> Yes	
12.5	Appendix 4 - Programme of Works <i>BILL OF QUANTITIES</i>	<input type="checkbox"/> Yes	

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
	Continuation Sheets		
2.3.2	Subcontractor to submit a security cheque in lieu of an advance payment bond for AED 153,815.69.		
2.3.4	Subcontractor to submit a security cheque in lieu of a performance bond for AED 208,525.49.		
2.4.1	KCE will issue a payment certificate within 10 days of receipt of the corresponding payment certificate issued under the Main Contract.		
2.4.4	The balance of retention release will occur upon receipt of the Performance Certificate for the main Contract Works.		
2.4.6	The daily rate / limit of Liquidated damages / penalties will be calculated based on the percentages and Subcontract price given in the Previous Subcontract as defined in Omniyat Concept Investments LLC (OCI) letter of 26th April 2022 (ref F015/15.900.61b/33922/CDCT/0422)		
2.5.2	FIDIC Conditions of Contract for Building & Engineering Works designed by the Employer, first edition 1999 (Red Book) as amended by Particular Conditions		
	General:		
1	The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements		
2	KCE advised that storage space on site is restricted and so all materials are to be delivered on a 'just in time' basis. Materials are to be delivered in sequence and are to be lifted & fixed directly into place upon delivery.		
3	KCE will provide craneage in accordance with its site logistics plan or other such arrangement to off-load & move materials. The SC's representative is to attend daily crane co-ordination meetings with KCE to agree crane usage / timings for the following days. Notwithstanding that KCE may provide the craneage in accordance with the K05 and SC is responsible for submission of lifting plans, Risk Assessments Method Statements for KCE's approval.		
4	The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works		
5	The SC confirmed it has allowed for all costs associated with reduced working hours and / or changes in shift patterns during the Holy Month of Ramadan, 'summertime working' restrictions, night shifts & public holidays etc		
6	There will only be one site induction per day, should the SC require additional inductions additional costs will be incurred and charged to the SC		



APPENDIX 1
SCHEDULE OF RELEVANT CORRESPONDENCE

KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

APPENDIX 1

SCHEDULE OF RELEVANT CORRESPONDENCE

Joyz Overseas Technical Services LLC

No.	Subject	Reference	Date
1	Dorchester- EIFS Works Package	KCE(Anil) email,07:50(Client's Appointment Letter)	27.04.22
2	Omniyat's email confirmation	Omniyat (David) email confirmation, 14:17	24.05.22
3	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K100/KD/SK/0034	25.05.22

Anil Kumar Kariyappa

From: Anil Kumar Kariyappa
Sent: 27 April 2022 07:50
To: Shinoy Joy; sarath@joyzoverseas.ae
Cc: Chris McCann; Kevin Davies; Saman Kulsooriya
Subject: Dorchester- EIFS Package
Attachments: F015-15.900.61-33922-CDCT-0422--2022.04.26 Appointment Subcon EIFS.pdf; EPS-F04 Value of Remaining Works (v2).pdf

Hi Shinoy,

As discussed, we have received instruction from Omniyat to engage yourselves to complete the EIFS Package at the Dorchester hotel and Residences project. Please provide following documents to prepare subcontract order documents.

01. Price BOQ for the balance work,
02. Trade Licence,
03. Workman Compensation Insurance,
04. Plant and machinery insurance,
05. Programme to complete your scope.

Also, please confirm your availability on 29.04.22 to have kick-off meeting and we shall send out a meeting request.

Regards,



Anil Kumar Kariyappa

Quantity Surveyor

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

www.khansaheb.ae



Omniyat Concept Investments LLC

26 April 2022

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

Ref. No.: F015/15.900.61b/33922/CDCT/0422

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

Subject: Appointment of Subcontractor for EIFS Works Package

Dear Sir,

We refer to the following documents:

1. the Letter of Award issued by Sky Palaces Real Estate Development LLC (the **Employer**) to Khansaheb Civil Engineering LLC (the **Contractor**) in respect of the main construction works (the **Works**) for the Plot 18 (Dorchester) project (the **Project**) dated 29 March 2022 (the **Letter of Award**);
2. subcontract ref. 17001DH/SCA/D&B/40-01-40-JOTS for EIFS Works between Roberts-Pizzarotti JV (the **Previous Contractor**) and JOYZ Overseas Technical Services LLC (the **Previous Subcontract**) (copy appended); and
3. the summary of Value of Remaining Subcontract Works dated 25 April 2022 (copy appended).

Appointment of Employer-Preferred Subcontractor

Pursuant to part D of the Letter of Award, we confirm that JOYZ Overseas Technical Services LLC (the **Subcontractor**) is the Employer-Preferred Subcontractor for the completion of all remaining EIFS Works (the **Subcontract Works**) on the Project. We hereby instruct the Contractor to enter into a subcontract with the Subcontractor for the Subcontract Works on the following terms and conditions:

Subcontract Particulars

1. **Subcontract Price:** The Subcontract Price shall be AED ~~1,471,281.00~~ (excl. VAT) on a fixed lump sum basis.
1,538,156.94
2. **Advance Payment:** Not required.
3. **Security for performance:** Security requirements to be discussed and agreed between the Contractor and the Employer.
4. **Payment terms:** Monthly interim payments shall be made against completed and approved work as certified by the Employer's Representative. Payments shall be due within 15 days of receipt of the corresponding payment under the Letter of Award (or Contract, as the case may be).
5. **Retention:** 10% of the gross value of work completed shall be withheld from payments made to the Subcontractor. Retention shall be released within 15 days of receipt of the corresponding payment under the Letter of Award (or Contract, as the case may be).

Omniyat Concept Investments LLC

6. **Commencement Date and Programme:** The Contractor shall confirm the programme (including Commencement Date) which they intend to incorporate into the subcontract. The programme shall align with the requirements of the Project Programme agreed pursuant to paragraph 44 of the Letter of Award.
7. **Defects Notification Period:** 12 months from issue of the TOC under the Letter of Award (or Contract, as the case may be).
8. **Insurance:** Insurance shall be provided by the Subcontractor on equivalent terms to that required under the Previous Subcontract.
9. **Terms and conditions:** The terms and conditions of the subcontract shall be the Contractor's standard terms and conditions of subcontract subject to incorporation of any specific terms and conditions detailed in this letter.

Further Subcontract Requirements

1. The Subcontract Works shall include the completion of all remaining EIFS Works required to complete the Project in full compliance with the Letter of Award, the Specifications, the Drawings and the Previous Subcontract (including Variations).
2. The Subcontract Works shall include the provision of all as-built drawings, operation and maintenance manuals/documentation, certificates/approvals required by/from Authorities, materials, plant, equipment and workmanship warranties/guarantees, and attendance to defects during the Defects Notification Period for all EIFS Works, whether completed under the Previous Subcontract or the new subcontract agreement.
3. The relevant parts of the scope of works from the Previous Subcontract (refer to Annexure E of the Previous Subcontract) should be incorporated into the new subcontract agreement as appropriate.
4. The Contractor shall procure from the Subcontractor an updated Bill of Quantities reflecting the remaining Subcontract Works and the new Subcontract Price for inclusion in the new subcontract agreement.

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

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

Yours sincerely,
For and on behalf of Omniyat Concept Investments LLC



Encl. Subcontract ref. 17001DH/SCA/D&B/40-01-40-JOTS
Value of Remaining Subcontract Works (v2) dated 25 April 2022

DORCHESTER COLLECTION HOTEL & RESIDENCES (PLOT 18)

25-Apr-22

Ver. 2

VALUATION OF REMAINING SUBCONTRACT WORKS

Trade Package: EFIS Works

Subcontractor: JOYZ Overseas Technical Services LLC

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

ORIGINAL SUBCONTRACT WORKS		TOTAL VALUE OF SUBCONTRACT WORKS	VALUE OF WORKS COMPLETED TO 28-FEB-2022	VALUE OF WORKS UNDER NEW SUBCONTRACT
A	EFIS system with Terraco finish on concrete/blockwork wall	1,486,160.00	39.5%	587,179.00
B	EFIS system with Terraco finish on secondary support	86,500.00	0.0%	-
C	Terraco finish on concrete/blockwork wall	227,150.00	5.9%	13,423.00
D	Discount	199,810.00	33.4%	66,677.00
Sub-Totals		1,600,000.00	33.4%	533,925.00
				1,066,075.00

VARIATIONS	TOTAL VALUE OF SUBCONTRACT WORKS	VALUE OF WORKS COMPLETED TO 28-FEB-2022	VALUE OF WORKS UNDER NEW SUBCONTRACT
Additional EFIS to parapets at L4, L29	81,972.58	61,813.00	50,581.00
Additional EFIS to non-accessible balconies	291,080.95	258,766.00	258,766.00
PVC grooved to EFIS system	26,467.68	22,448.00	20,587.00
Additional EFIS to entrance at L2	54,060.93	48,059.00	48,059.00
Additional EFIS to parapets at L2	31,672.80	27,293.00	27,293.00
Sub-Totals	418,279.00	3.1%	13,173.00
		485,254.94	405,266.00
			472,819.40

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

Totals	2,018,379.00	27.1%	547,098.00	1,471,281.00
				1,538,156.94

NOTES

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

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

3) The subcontract shall provide security for its performance of the Subcontract Works in the amount of AED 201,838.00 in the form of an unconditional and irrevocable bank guarantee for the benefit of the Employer.

NEW SUBCONTRACT	
Value of Remaining Subcontract Works	1,066,075.00
Value of Remaining Variation Works	405,266.00
Less Value of Materials on Site at 28-Feb-22	-
New Subcontract Price	1,471,281.00

472,819.40

1,538,156.94

WORKS COMPLETED TO 28-FEB-22	
Value of Completed Subcontract Works	533,925.00
Value of Completed Variation Works	13,173.00
Value of Materials on Site at 28-Feb-22	-
Value of Works Completed to 28-Feb-22	547,098.00
Less Retention to 28-Feb-22 (10%)	54,709.80
Less Payments to Date (incl. Advance Payment)	370,860.00
Outstanding amount for Works Completed to 28-Feb-22	121,528.20

All amounts exclude VAT

REFER TO CONFIRMATION

EMAIL FROM OMNIYAT

DT 26.05.22

(2)

Anil Kumar Kariyappa

From: David Leitch <david.leitch@omniyat.com>
Sent: 24 May 2022 14:17
To: Nayana WJK Weeraman; Kevin Davies
Cc: Anil Kumar Kariyappa; Saman Kulsooriya; Christopher Thomas
Subject: RE: Dorchester- EIFS Package

Kevin ,

No objection to proceed based on security cheque against performance given this was done previously with RP.

10% advance payment is acceptable (circa, AED 147k) of remaining works as previous advance is fully recovered.
Security cheque is ok given the value

Trust this is clear, please proceed.

Many thanks.



David Leitch
Project Director



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

From: Nayana WJK Weeraman <nayana.weeraman@omniyat.com>
Sent: Tuesday, May 24, 2022 12:24 PM
To: Kevin Davies <kevin.davies@khansaheb.ae>
Cc: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; David Leitch <david.leitch@omniyat.com>; Christopher Thomas <christopher.thomas@omniyat.com>
Subject: RE: Dorchester- EIFS Package

Kevin,

Regarding the queries raised below. Please note the following:

1. Yes, agreed with M/S Joyz the additional 66K in the settlement of Vos.
2. To be discussed with David/Chris
3. To be discussed with David/Chris

Regards,



Nayana WJK Weeraman
Senior Quantity Surveyor



M +971 505017915 T +971 4 511 5000



APPENDIX 2

TENDER CLARIFICATION SCHEDULE



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

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

Ref	Description	KCE	Sub-Contractor
9	MEP Specific Attendances (only to extent applicable for the SC Works)		
9.1	Provision of power for testing & commissioning	<input type="checkbox"/>	✓
9.2	Provision of water for testing & commissioning	<input type="checkbox"/>	✓
9.3	Disposal of water for testing & commissioning	<input type="checkbox"/>	✓
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)	<input type="checkbox"/>	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	<input type="checkbox"/>	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 (Gratings / Covers etc inside pool)	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. (Where due to WM errors)	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"/>

.....
Signed on behalf of the SC

.....
Date



APPENDIX 4

BILL OF QUANTITIES