

**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. 201A22002/59**  
**PROJECT NAME: Dorchester Hotel & Residences (Completion Works)**

D N K Engineering Equipment Trading L.L.C.  
P.O. Box 127194  
Dubai, U.A.E.  
Tel: 04 2540911  
Fax:

CONTRACT NO. : 201A22002  
SITE CONTACT : Mr. Chris McCann  
SITE TEL. NO. : 050 5873058  
DATE : 17<sup>th</sup> October 2022  
OUR REF. : AJS/CM/KBD/ARM/201A22002/59

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

Procure, manufacture, supply, deliver, offload, handle, distribute, install, protect, test, commission, maintain and guarantee Rolling Shutter 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 Lump Sum of Dhs. 75,530.00 (Dirhams Seventy Five Thousand Five Hundred and Thirty Only) (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 13.09.2022, 10:20 a.m. (11 pages).  
2. DNK quotation ref. DNK22/KCE/QT-145 dated 01.10.2022 (4 pages).  
3. KCE letter ref. 201A22002/K100/KD/SK/00139 dated 17.10.2022 (26 pages).  
4. Subcontract: General Terms and Conditions (2 pages).

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

#### PAYMENT TERMS

As detailed within the attached Subcontract documents.

#### PARTICULARS OF MAIN CONTRACT:

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

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

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

Andrew Sanders/Eirian Morris  
Commercial Manager/Commercial Director



Tariq Hussain Khansaheb/  
Amer Abdulaziz Khansaheb/Maher Khansaheb



**To:** Sukesh Nair; dnkengg@gmail.com  
**Cc:** Saman Kulsooriya; Mithun Vallar Veetil  
**Subject:** RE: Dorchester- Enquiry for Supply & Installation of Roller Shutter Doors

**From:** Sukesh Nair <sukesh.nair@khansaheb.ae>  
**Sent:** 13 September 2022 10:20 AM  
**To:** dnkengg@gmail.com  
**Cc:** Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>  
**Subject:** RE: Dorchester- Enquiry for Supply & Installation of Roller Shutter Doors

Dear Nasir

Refer attached previously approved Roller shutter shop drawings 2021 & 2022 for the Basement 1 areas which need to be priced by DNK.

Refer RFI-B1-0069 Rev02 for 1hr FR Roller shutter required to Basement 1 Uniform Room

Refer Sketch SK-0085 R2 for the manual operated Roller shutter required to Level 5 Residential Plant Room.

Please revert with quotes & submittals for these 4 doors. Do revert for any clarifications required.

Regards



**Sukesh Nair**  
Senior Site Agent  
E [sukesh.nair@khansaheb.ae](mailto:sukesh.nair@khansaheb.ae) | M +971 50 559 7046 | T +971 4 605 7200



## REQUEST FOR INFORMATION (RFI)

Submission Date: 10.08.2022	Response Required by: 17.08.2022	RFI No. KCE-AX-RFI-B1-00069	Rev. 02
From:	Khansaheb Civil Engineering LLC		
To:	BSBG/ Fondu/ Vortex/ OME		
Subject	Basement 1 - Uniform Distribution room clarifications - roller shutter		
Originator	KCE		
Location	Basement 1		
Discipline:	<input checked="" type="checkbox"/> Architectural <input type="checkbox"/> Structural <input type="checkbox"/> Structural Steel <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Interior Design <input type="checkbox"/> Infrastructure <input type="checkbox"/> Landscape <input type="checkbox"/> Mechanical <input type="checkbox"/> Survey <input type="checkbox"/> Waterproofing <input type="checkbox"/> Ceiling <input checked="" type="checkbox"/> Others ( Kitchen/ FLS)		

## Question/Description:

Further to response on RFI ref KCE-AX-RFI-00069 Rev0; for Basement 1 Uniform Distribution room 3.0m x 1.2m opening, please find attached 60min fire rated roller shutter details proposal plan & section alongwith quote for review and confirmation to proceed accordingly.

## Discipline Consultant's Response:

Operator has confirmed final height to be 750mm AFLL. The worktop will sit above the current opening to raise from 700mm to the required 750mm AFLL.

Details of the roller shutter to be reviewed and approved by others.

15th August 2022

DORCHESTER HOTEL DUBAI	
STATUS	DESCRIPTION
A	APPROVED TO PROCEED WITH NO COMMENT
B	APPROVED SUBJECT TO ALL COMMENTS BEING INCORPORATED
C	REJECTED. RESUBMIT INCORPORATING ALL COMMENTS
D	NO COMMENT REQUIRED FROM FONDUE TEAM

## Lead Consultant's Response:

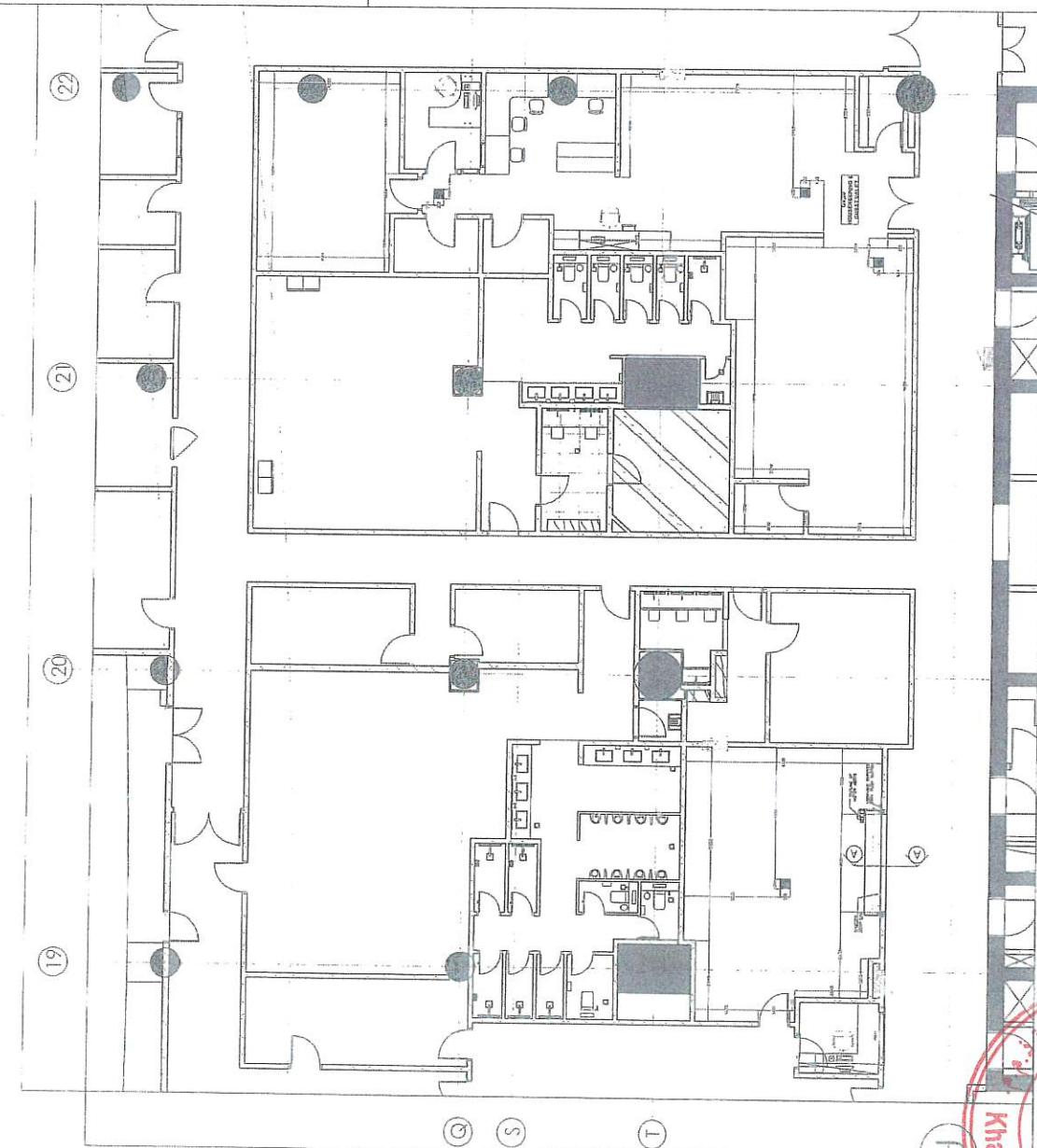
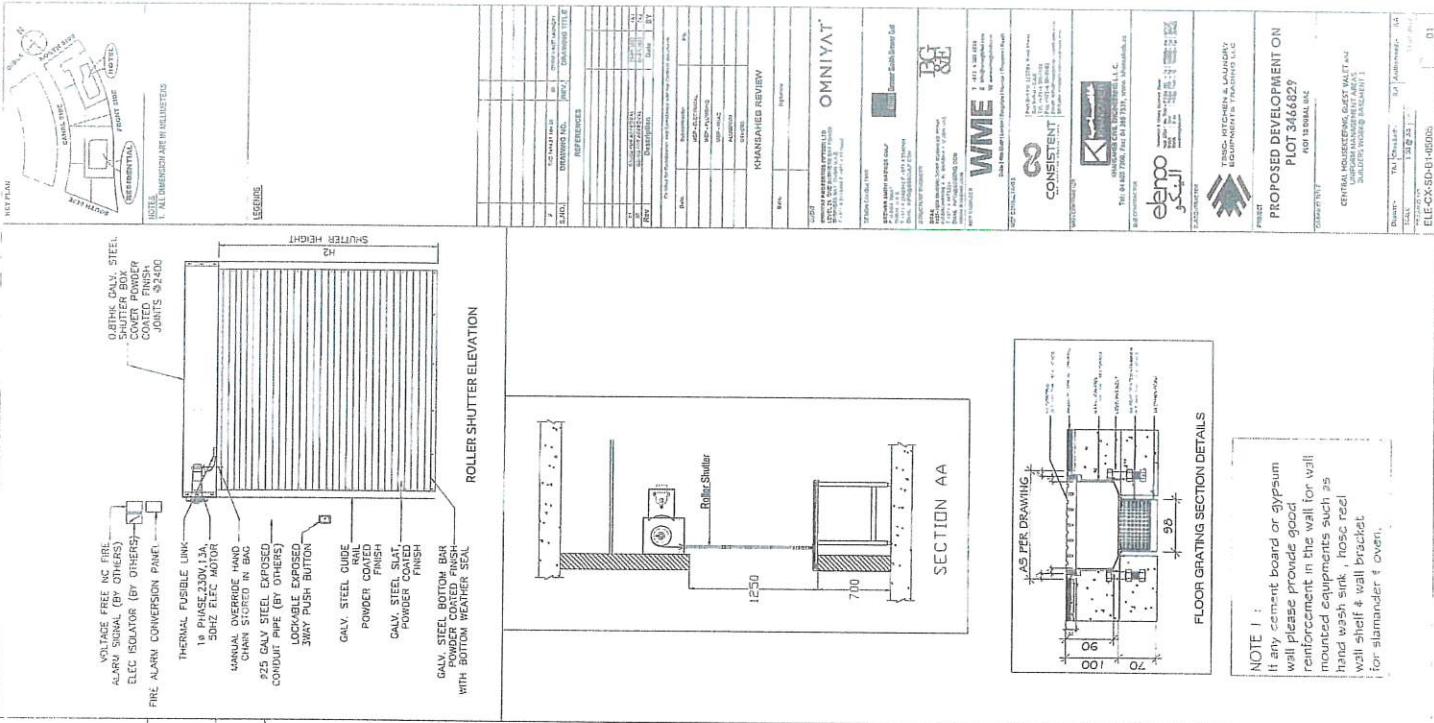
-Refer to FND's response.  
-As this is in the scope of Kitchen Specialist, Fondu to confirm the operational requirements and submit the material submittal/shop drawing review for all parties.

Refer the consultant comment and proceed accordingly.

SM-OME-17/08/2022

Status:	<input type="checkbox"/> Open	<input checked="" type="checkbox"/> Closed	
Reviewed/Responded by	Company	Signature	Date
KA/SH	BSBG		16/08/22



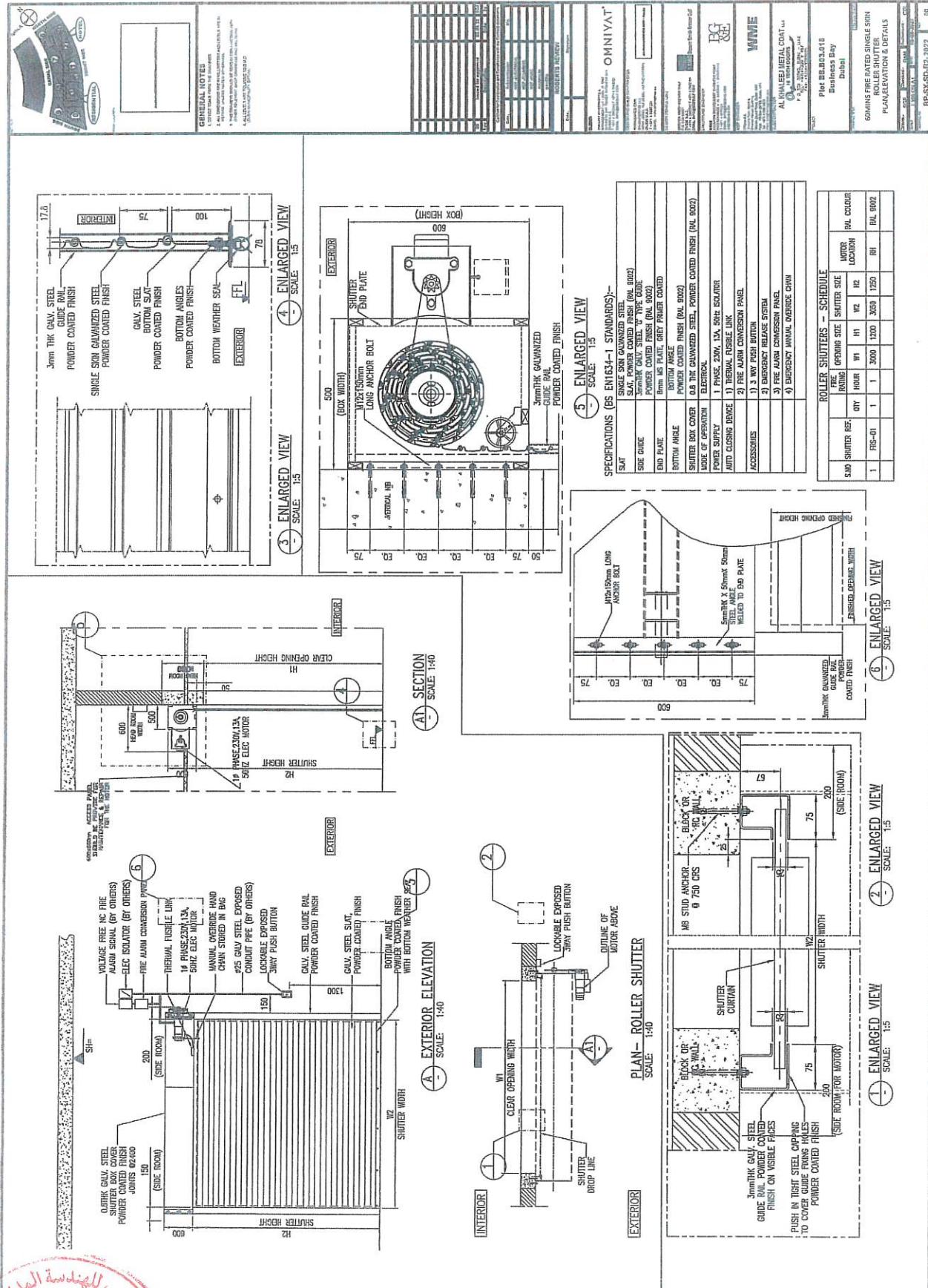


**PROPOSED DEVELOPMENT ON PLOT 3466829**

**GENERAL:** CENTRAL HOUSEKEEPING GUEST WALKWAY UNPAVED MANUFACTURED AREA'S BUILDING STOREAGING BALKASHI 1

**DRAWING:** TAH. Schematic 1/250 | Architectural 1/50 | Structural 1/50

**ELIE-ZK-SGD-B-00505**



**Project :** Dorchester Plot 18 Business Bay Project Dubai for D-17  
**SUB: SUPPLY & INSTALLATION OF FIRE RATED ROLLING SHUTTER (ADDITIONAL DOOR)**

Dear Sir,

Thank you very much for your enquiry dated 2.8.2022. We are pleased to submit our offer as below:

**HI-TECH 2 HRS. FIRE RATED SINGLE SKIN GI ROLLING SHUTTER**

<b>Fire Resistance:</b>	Tested to BS 476 Part 22 and EN 1634-1 tested by Chiltern UK and approved for fire rating 2 hours by Exova BM Trada and Dubai Civil Defense
<b>Curtain:</b>	Constructed from 75mm pitch curved section galvanized steel interlocking slats 1.2mm thick with pre-formed self groove end locks to alternate laths to prevent lateral movement
<b>Bottom Rail:</b>	Formed from 38x38x5.5mm thickness mild steel Angles inverted "tee" section
<b>Side Guides:</b>	The side guides are of 75x75x3 mm mm thickness galvanized steel and prepared for fixing to the opening structure by means of continuous fixing angles.
<b>Endplates:</b>	Fabricated from mild steel plate of adequate thickness relative to door size and supplied with angles for fixing to the structure.
<b>Roller:</b>	The roller is manufactured from mild steel pipe of sufficient diameter and wall thickness to resist deflection and is mounted in bearings with cups on each end plate.
<b>Finish:</b>	Powder coated to RAL 9002 colour. If any other RAL colour is required, it will be charged at additional cost upon request.
<b>Operation:</b>	Electrical operation is by means of single phase AC 230Volt motor 50 Hz. with built in manual override chain facility in case of power failure.
<b>Controls:</b>	Standard controls are by means of open / close / stop push button station – 1 no.
<b>Fire Activation:</b>	The shutter is activated by 24vdc signal input (NC) by fire alarm system and door will be closed by Gravity force.
<b>Hood:</b>	Formed from Galvanized Sheet 0.8 mm thick and powder coated to match with the Door color
<b>Door Travel speed</b>	Approx 40 mm/second

**\*\*\* OFFER \*\*\***

LOCATION	Clear Opening Size (Width x Height)	Qty (Nos.)	Unit Price (Dhs.)	Total Amount (Dhs.)
BASEMENT 1 UNIFORM DISTRIBUTION ROOM	3000 mm x 1200 mm	1	11,300.00	11,300.00
	<b>TOTAL PRICE</b>	1		<b>11,300.00</b>
	Add : 5% VAT			565.00
	<b>NET TOTAL PRICE</b>	1		<b>11,865.00</b>

"Subject to our standard terms and conditions. Copy available on request"

Cont'd... (2)

KCE Note 2 hr / 1 hr  
with same  
spec / cut



: 2 :

REF. AKMC/KS/PAT/8-8/2022

Dated: 05.08.2022

**NOTE : Your Company's Valid Trade License must be emailed to us on order confirmation.**

**TERMS & CONDITIONS OF OUR OFFER :**

This offer is based on following terms and conditions:

MILESTONE	NO. OF WEEKS	CUMULATIVE (WEEKS)	REMARKS
Order received	0	0	
Shop drawing	1	1	
Advance	1	2	
Delivery of materials at site	3	5	(from date of receipt of advance payment, shop drawing approval and site readiness whichever is later)
Installation of Doors	1	6	
Handing over	1	7	

1. Our price does not include any civil works, structural steel works and electrical works including conduiting.
2. For the installation of shutters, a proper site clearance, side room, headroom required, so that there is no interference of our Door installation with any other services
3. You will provide us the site clear from all encumbrances for completion of our work, and all electrical points as per the shop drawing for us to do the installation of shutters at site. Prior to our installation, all civil works, structural and electrical works should be completed, so that the site is available to us to fix the shutters without any encumbrances to our installation team.
4. You will provide us covered & secured storage place at various locations for storing our material. Completely covered & secured storage area required so that the shutters, supplied are fully protected and not damaged.
5. You will provide us electricity, water and rest area/lunch area at site, for our installation team for doing our installation work.
6. During the summer months, we consider that we can start the work early in the morning from 4 AM to 12.30 PM.
7. You will provide us forklift at site for loading / unloading and shifting of our material.
8. All internal transportation at site to be provided by M/S KHANSHEB for delivery of shutters from store to every door opening area.
9. You will provide all our personnel free of cost access to the site including our vehicle and provide us all required gate passes and permissions to work at sit
10. Steel, concrete structure for installing the shutters and support to be provided by main contractors as required.
11. Gate passes for our personnel / vehicle, tools for executing the job has to be arranged by the main contractor in requested time, if required, for completing the installation as per agreed schedule

"Subject to our standard terms and conditions. Copy available on request"

Cont'd... (3)



: 4 :

REF. AKMC/KS/PAT/8-8/2022

Dated: 05.08.2022

**VALIDITY:** This quote is valid until 8<sup>th</sup> August 2022.

**PAYMENT TERMS:**

- \* 30% advance by current dated cheque, must be released within 5 days from date of LPO
- \* 50% on delivery by current dated cheque .
- \* 20% on installation by current dated cheque
  - Note : 1)80% payment must be received on delivery of materials. 2)No retention.
  - In case site is not ready in time as per the contract schedule in the subcontract agreement, we must receive our payment for supply of material.

**VARIATIONS:**

- Any variations from approved shop drawing and specifications will be subject to re-measure and re-quote.
- No change in specification can be done by M/S. KHANSAHEB once the order has been released and shop drawings have been approved. However, if there is any change in specification by M/S. KHANSAHEB after placement of order and approval of shop drawings, new order and new approved shop drawings, order will be released for import and accordingly the revised schedule will be made available by Al Khaleej Metal Coat LLC. M/s. KHANSAHEB must release the full payment for the material already ordered / procured by Al Khaleej Metal Coat LLC as per the previous specification duly approved. Also the installation schedule should also be revised based on the same which should be mutually agreed.
- Al Khaleej Metal Coat will not be held responsible for any change in opening sizes after our final measurement & fabrication of doors. Any additional work on opening sizes by others after final measurements must be notified in writing & agreed by Al Khaleej Metal Coat LLC, & any additional cost arising out of it for supply and installation of our doors will have to be paid as variation along with the invoice that will be submitted immediately thereafter.

**WARRANTY:**

- 1) Our standard warranty stands for 1 year from the date of INSTALLATION against manufacturing defects only. The warranty is not applicable for malfunction or conditions resulting from neglect, misuse, accident, floods, earthquakes, power surge, inclemental weather, improper use of the product outside the performance data/area of use, force majeure such as fire, water, abnormal environmental conditions, mechanical force such as accident, fall, knock, negligent or willful destruction, repair by outside party, use of non-original component/parts, or due to any other cause, not mentioned in this warranty letter.
- 2) If the project specification needs extended warranty more than one year, then it will be provided by mutual agreement at additional charges. This will required maintenance contract should be signed with Al Khaleej Metal Coat LLC.
- 3) Rubber parts and plastic parts are not included in the warranty

**FORCE MAJEURE:**

Al Khaleej Metal Coat LLC shall not be liable for any loss, damage, or delay due to any cause beyond our reasonable control, including but not limited, to lack of shipping space, embargoes, and acts of government, strikes, lock outs, fire accident, explosion, theft, floods, earthquakes, riots, civil commotion, war, malicious mischief, act of god or act of third party. Should damage occur to our materials, tools or works on the progress on the premises from any such cause you shall compensate us therefore, without in any way limiting the operation of the foregoing provisions



### REQUEST FOR INFORMATION (RFI)

Submission Date:	Response Required by:	RFI No.	Rev.
23.06.2022	30.06.2022	KCE-AX-RFI-B1-00069	00
<p><b>From:</b> Khansaheb Civil Engineering LLC</p> <p><b>To:</b> BSBG / Fondue / Vortex / OME</p> <p><b>Subject:</b> Basement 1 - Uniform distribution room clarifications</p> <p><b>Originator:</b> KCE</p> <p><b>Location:</b> Basement 1</p> <p><b>Discipline:</b> <input checked="" type="checkbox"/> Architectural   <input type="checkbox"/> Structural   <input type="checkbox"/> Structural Steel   <input type="checkbox"/> Electrical   <input type="checkbox"/> Plumbing   <input type="checkbox"/> Interior Design  <input type="checkbox"/> Infrastructure   <input type="checkbox"/> Landscape   <input type="checkbox"/> Mechanical   <input type="checkbox"/> Survey   <input type="checkbox"/> Waterproofing   <input type="checkbox"/> Ceiling   <input type="checkbox"/> Others (.....) <i>KCE/BSBG / FLS</i></p>			
<p><b>Question/Description:</b></p> <p>Referring site meeting discussion on 20.6.2022; for Basement 1 Uniform distribution room, please clarify the below:-</p> <ol style="list-style-type: none"> <li>1) Confirm to proceed with modifying the existing 4 nos of wall openings to single wall opening 3000x1200mm as per attached Fondue drawing ref FND.6114.B1.1000.00 approved new elevation (refer highlighted photos attached)</li> <li>2) Please provide table height to be followed &amp; interface detail between the table and the wall.</li> <li>3) As per DCD approved FLS layout dwg DC-FLS-20-A-1502 RevC the uniform room walls are 1hr fire rated. Considering this please advise the requirement of any FR window/ shutter for the 3000x1200mm opening. (refer highlighted drawings attached)</li> </ol> <p style="text-align: right;"><i>D</i> <i>SV</i></p>			

**Discipline Consultant's Response:**

Confirmed that these openings are to be increased and opened into a single opening as noted herein. This has previously been agreed with the Hotel Operator.  
The Counter Height will be 750mm so the opening needs to be slightly lower to allow for the top to overhang the top of the wall. If this is not possible Fondue will accept a height of 770mm. The understructure and finishes are all as noted in RFI QX-B1-00003 duly responded. Top must be fully coordinated with the Roller Shutter Detail. Fondue require a shop drawing to be submitted for review and approval.

DORCHESTER HOTEL DUBAI	
STATUS	DESCRIPTION
A	APPROVED TO PROCEED WITH NO COMMENT
B	APPROVED SUBJECT TO ALL COMMENTS BEING INCORPORATED
C	REJECTED. RESUBMIT INCORPORATING ALL COMMENTS
D	NO COMMENT REQUIRED FROM FONDUE TEAM

*fondue*  
BY APPOINTMENT

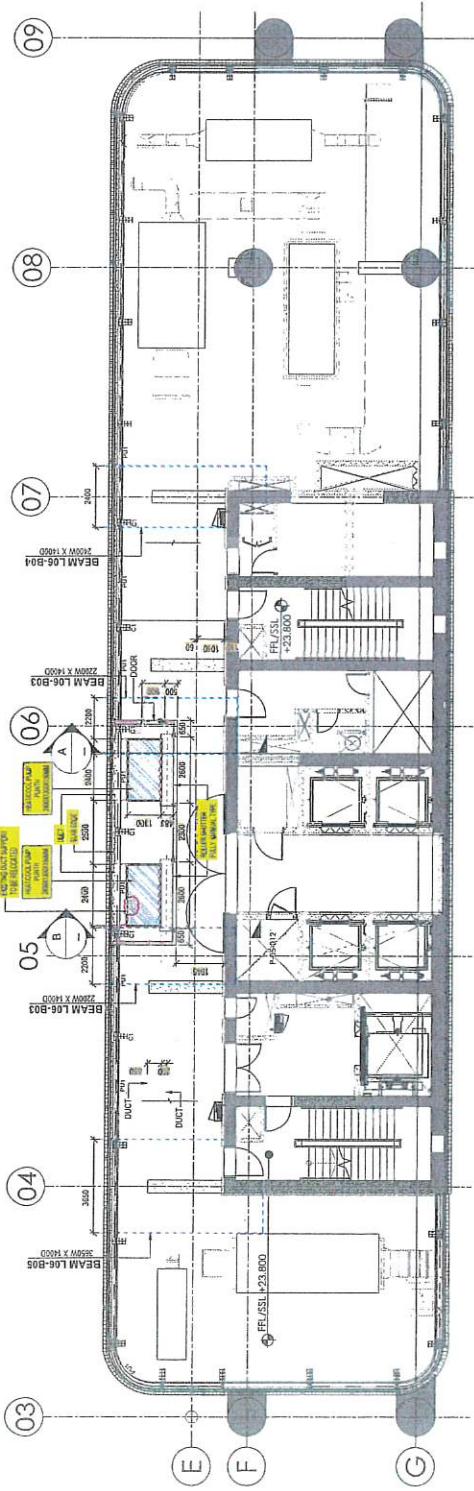
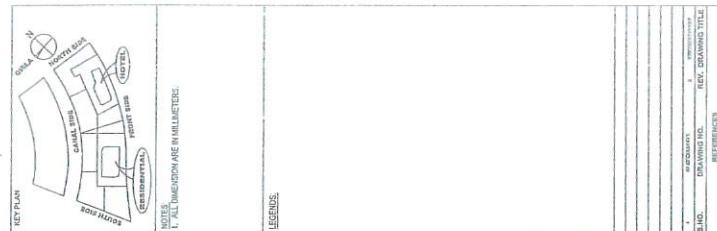
1.) & 2.) Refer FND response. Note: KCE to ensure the new lintel above the openings are having sufficient bearing on either side  
3.) Based on FLS drawing, the wall is 1hr fire rated. The opening should be provided with 1 hr fire rated shutter.

**Follow the consultant response**

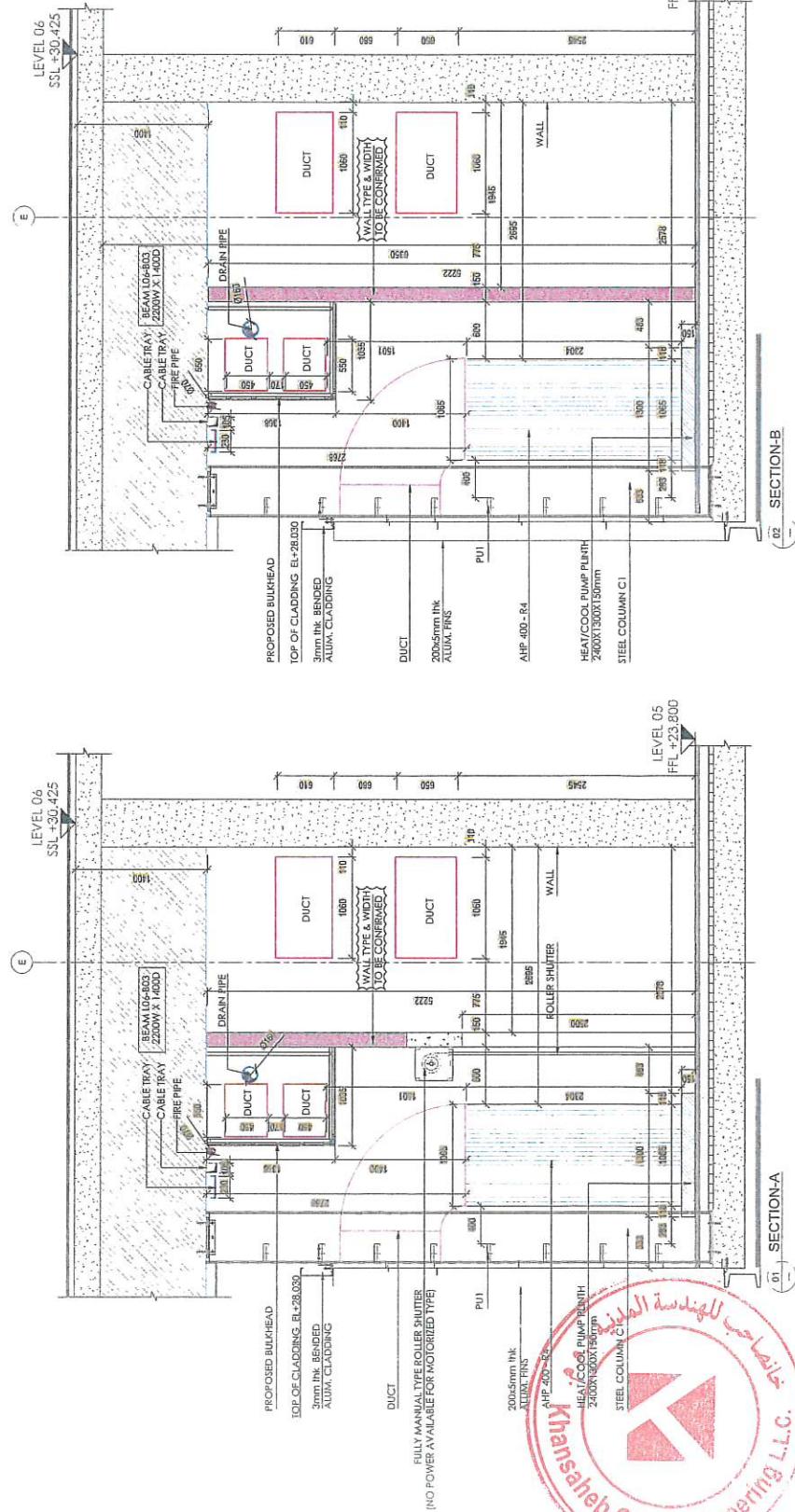
SM-OME-03/07/2022

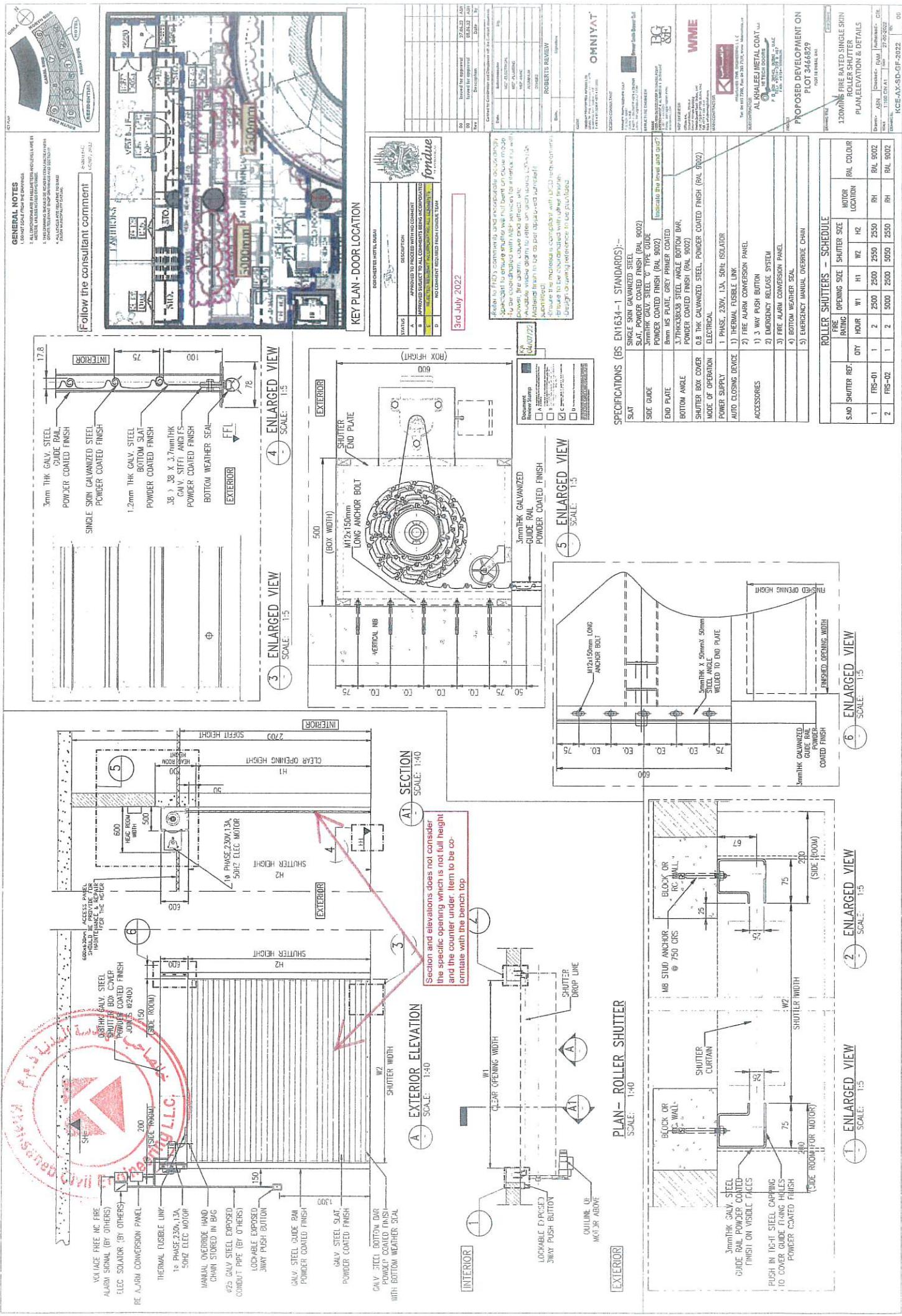
Status:	<input type="checkbox"/> Open	<input checked="" type="checkbox"/> Closed	
Reviewed/Responded by	Company	Signature	Date
KA/SH	BSBG		23/06/22

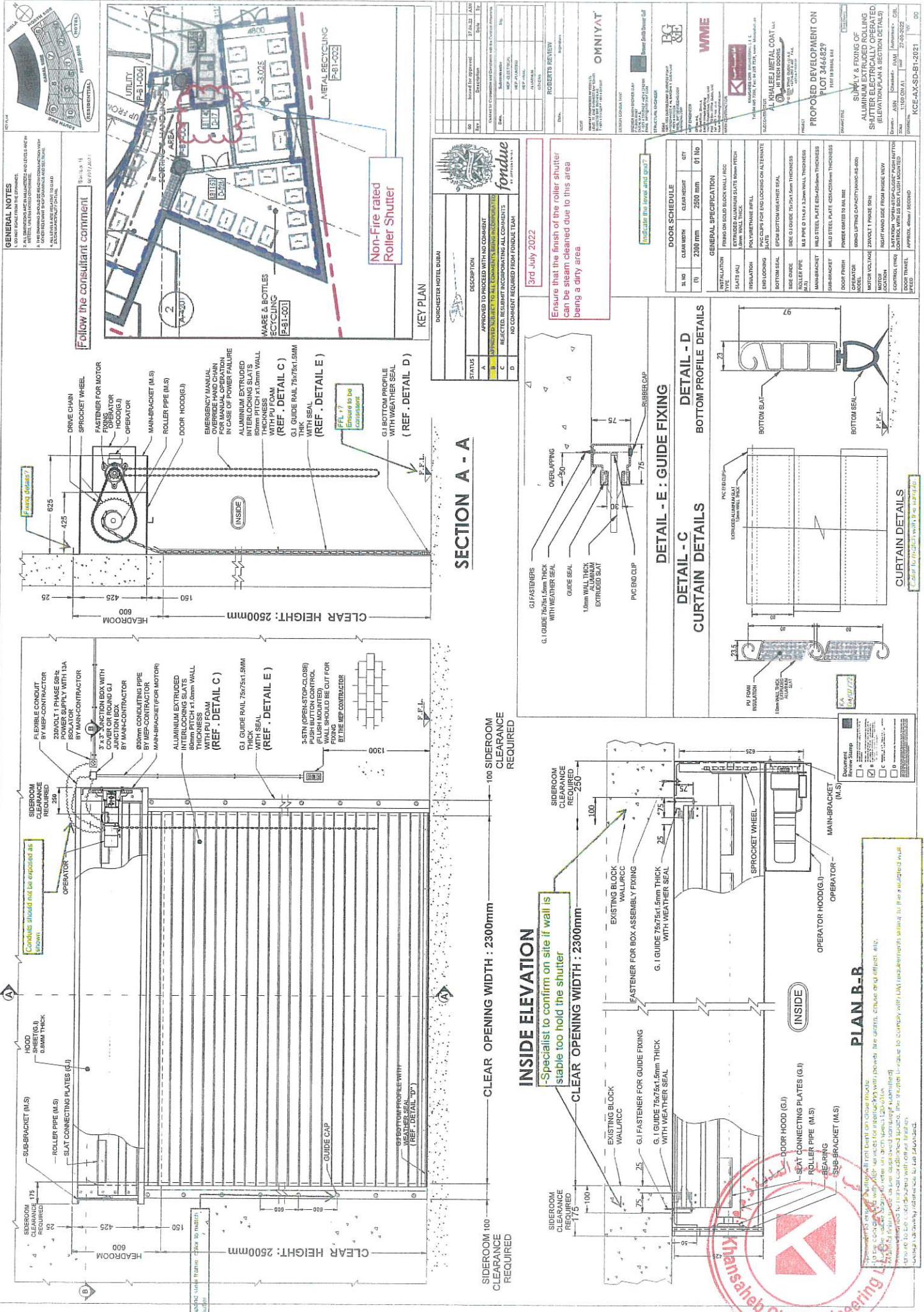




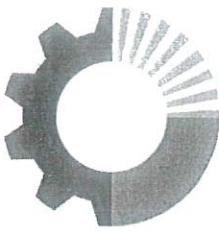
RESIDENTIAL LEVEL 5 - HEAT/COOL PUMP PLINTH & MEP SERVICES - ASBUILT











## Quotation

Date	Quote Ref	Customer Ref
01.30.10.2022	DNK22/KCE/QT-145	Xxx

To: M/s <b>Khansaheb Civil Engineering</b>	Enq Ref:	Email Enquiry	From:	Nasir Khan
Dubai – UAE	Mob: Tel:	+ 97150 3848330 056-3691734	VAT:	
Attn: <b>Mr. Anil Kumar</b>	Fax:	+9714	Email:	nasir@dnkengg.com
Email: <b>anil.morabad@khansaheb.ae</b>	Pages:	1+ 2	Category:	Supply & Installation of Rolling Shutters

**Subject: Supply and Install of Roller shutter Door**

We thank you for your enquiry. Please find our best prices as below.

### **FIRE RATED SINGLE SKIN ROLLING SHUTTER DOOR**

Electrically operated Superior 75mm high,  
Galvanized steel, **120 mins fire rated single skin Rolling Shutter**  
with Thermal Fusible Link,  
Electric Solenoid Release,  
Fire alarm signal conversion panel,  
3 way Push button control,  
Emergency Manual override chain,  
and Hood in Powder coated finish manufactured to BS Standards (BS EN 1634-1)

} REFER TO CLARIFICATION  
SCHEDULE

**-OFFER -**

S. #	Clear Opening Dimension	Qty	U/Price (AED)	T/Price (AED)
1	<b>2500 mm w x 2500 mm H ,</b> Slat 75mm Single Skin, 0.8mm thick . 120min FR	01	13,450/-	13,450.00
2	<b>5000 mm w x 2500 mm H ,</b> Slat 75mm Single Skin,1 mm thick , 120min FR	01	23,980/-	23,980.00
3	<b>3000 mm w x 1200 mm H ,</b> Slat 75mm Single Skin, 60min FR	01	11,850/-	11,850.00
<b>Total in AED (Excl VAT):</b>				<b>49,280.00</b>

**Note: 5% VAT shall be extra**

**Additional Optional Accessories (not included in offer):**

- a). Motor Cover – **AED 470/-** each, per shutter
- b). Hollow Section – Steel Support – **AED 2,000/-** per shutter

**Special Note:**

- a). We are offering our standard Fire Rated roller shutter based on the given BOQ. Any significant changes in Specification, Size, Options, Type and Quantity will result in a revision of the price.
- b). Powder Coated colors are limited to standard non-metallic colors.
- c). Fire stopping above the Fire shutter box to be done by Main contractor



(2)

- d). The above prices are based on fixing the shutters to RC lintel. Should additional steel structures are required to install the shutters to be provided by main contractor.
- h). Main contractor to provide Connection to Fire alarm panel, Power supply isolators within one meter from the shutter motor location.

**Inclusions:**

- a). Standard motor with 3 way Push Button control
- b). Powder coating in standard RAL Colours (Special or Metallic Colour will be charged extra)
- c). Box cover or Hood Cover (No motor cover)
- d). Thermal fusible link
- e). Emergency Release system
- f). Fire Alarm signal conversion panel
- g). Emergency Manual override chain
- h). Bottom weather seal

REFER TO  
CLARIFICATION  
SCHEDULE

### STEEL INSULATED ROLLING SH

**Rolled Form Insulated** Roller Shutter Door with polyurethane infill insulated interlocking slats.

90 mm Pitch , 23 mm nominal thickness of slats

With bottom bar, roller barrel, end plates, guide channel, Roller shaft,

**Finish:** Powder coated (standard RAL Colour Non-metallic)

Electrical operated with 3 way push button

REFER TO  
CLARIFICATION  
SCHEDULE

#### -OFFER -

S. #	Clear Opening Dimension	Qty	U/Price (AED)	T/Price (AED)
1	Electrically Operated Rolling shutter, Insulated <b>2300 mm w x 2500 mm H</b>	01	8,350.00	8,350.00
2	Electrically Operated Rolling shutter, Insulated <b>2600 mm w x 2500 mm H</b>	02	8,950.00	17,900.00
<b>Total in AED (Excl VAT):</b>				<b>26,250.00</b>

VAT 5% will be extra on the final total.

**TOTAL .....** **AED 75,530.00**

**Exclusions:**

- All Civil, Mechanical and Electrical preparations, conduit, to receive installation.
- All Block work Cement Structures, concrete Excluded
- Authority approvals, NOC, Work permit and Drawing Approvals
- Associated Builder's Works.
- Painting or other means of surface treatment, other than offered.
- Any other product or service other than EXPLICITELY spelt out in this quote
- Whatever not mentioned in the quotation

REFER TO  
CLARIFICATION  
SCHEDULE



(3)

**Site Requirements**

- a). The Support for Barrel bracket and side supports to be adequate for the installation of Roller Shutter door and also carry the weight of the door, if not additional steel column to be provided by client/main contractor

**Site Facilities**

Scaffolding, lockable store for the delivered items, tools & equipment's, power supply for work (passes / permits, if required) etc. should be provided by your arrangement free of charge.

**Exclusion:**

- Authority approvals, NOC, Work permit and Drawing Approvals
- Painting or other means of surface treatment, other than offered.
- Any other product or service other than EXPLICITELY spelt out in this quote
- Hollow Section
- Associated Builder's Works.
- Scaffolding, Electricity, water and crane facilities to lift the shutters from road level to the level of the installation
- Whatever not mentioned in the quotation
- All Civil, Mechanical and Electrical preparations, to receive installation.

REFER  
TO  
CLARIFICATION  
SCHEDULE

**NOTE:**

*Mechanically moving objects such as doors shall require periodical maintenance, to keep them working satisfactorily. Once the defect liability period of 1 year from expires, we recommend the client to sign an annual maintenance contract or periodical service carried out by a professional company regularly. Any noise or visible broken parts must be notified and dealt seriously and immediately.*

**TERMS & CONDITIONS:**

The prices offered in UAE Dirhams, Supply and installation.

- |                 |   |
|-----------------|---|
| <b>Delivery</b> | : Min 3 to 4 weeks, after clear order, receipt of advance, whichever is later.  |
| <b>Payment</b>  | : 50% payment in advance, 40% on delivery of material, 10% on installation, testing and commissioning before handover.<br><br>All Material supplied /installed us shall remain our property and at our disposal until full Payment is received. |
| <b>Validity</b> | : 1 week from the quotation date.   |
| <b>Warranty</b> | <b>: Warranty for 1 year from the date of handover.</b>   |

We hope the above meets your requirement. In case you need any further information, please feel free to contact the undersigned.

Thanks & Best Regards,

Nasir Khan  
050-3848330



## Anil Kumar Kariyappa

**From:** dnkengg <dnkengg@gmail.com>  
**Sent:** 01 October 2022 12:44  
**To:** Sukesh Nair  
**Cc:** Saman Kulsooriya; Mithun Vallar Veetil; Anil Kumar Kariyappa  
**Subject:** Re: Dorchester- Enquiry for Supply & Installation of Roller Shutter Doors  
**Attachments:** HMI- Dorchester Hotel- Rolling Shutters. REV 1 .pdf

Dear Anil,

With reference to your previous email and discussion at site office with Mr. Sukesh , Kindly find attached the revised offer for Supply and Installation of Rolling Shutters ( Fire and Non Fire Rated )

Regards,

**NASIR KHAN**  
Operations Manager

**DNK Engineering Equipments Trading LLC**

Tel : 009714-2540911

Mobile: 0097150-3848330

Email : [dnkengg@gmail.com](mailto:dnkengg@gmail.com)

Website: [www.dnkengg.com](http://www.dnkengg.com)

On Thu, Sep 22, 2022 at 4:29 PM dnkengg <dnkengg@gmail.com> wrote:

Dear Sukesh/ Anil ,

Kindly find attached the quotation for Fire and Non Fire rated Rolling Shutters .

Regards,

**NASIR KHAN**  
Operations Manager

**DNK Engineering Equipments Trading LLC**

Tel : 009714-2540911

Mobile: 0097150-3848330

Email : [dnkengg@gmail.com](mailto:dnkengg@gmail.com)

Website: [www.dnkengg.com](http://www.dnkengg.com)

On Tue, Sep 13, 2022 at 10:21 AM Sukesh Nair <sukesh.nair@khansaheb.ae> wrote:

Dear Nasir



Ref: 201A22002/K100/KD/SK/00139

17<sup>th</sup> October 2022

DNK Engineering Equipment Trading LLC  
P.O. Box 127194  
Dubai, United Arab Emirates  
Tel No. 04 254 0911

Email. [dnkengg@gmail.com](mailto:dnkengg@gmail.com) / [nasir@dnkengg.com](mailto:nasir@dnkengg.com)

Attn; Mr. Nasir Khan- Manager  
Dear Sir,

**Dorchester Hotel & Residences  
Rolling Shutter Works - Post Tender Meeting**

Further to the discussion on 14<sup>th</sup> October 2022, we enclose herewith for your information and further action the following;

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

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

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

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

  
Chris McCann  
Senior Project Manager

Encl. as noted

T +971 4 605 7200  
F +971 4 285 7539  
E [kcehodxb@khansaheb.ae](mailto:kcehodxb@khansaheb.ae)  
W [www.khansaheb.ae](http://www.khansaheb.ae)



**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):	DNK Engineering Equipment Trading LLC	Meeting Date:	14.10.22
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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:**

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 Rolling Shutter Works.

<b>SUBCONTRACTOR DETAILS (SC)</b>		<b>KHANSAHEB DETAILS (KCE)</b>	
Name:	DNK Engineering Equipment Trading LLC	Name:	Khansaheb Civil Engineering LLC
Address:	P.O Box 127194 Dubai, UAE	Address:	P.O.Box 2716 Dubai, UAE
Tel No.	04 254 0911	Tel No.	04 605 7200

<b>NAME (SC)</b>		<b>DESIGNATION</b>	<b>NAME (KCE)</b>		<b>DESIGNATION</b>
Present:	Nasir Khan Abdul Salaam	Manager Sales Manager	Present:	Ali Saadeddine Saman Kulsooriya Anil Kumar	Site Agent Sr. Quantity Surveyor Quantity Surveyor

**Khansaheb point of contact (KCE):**

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

**Project Commercial Manager (KCE):**

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

**Subcontractor point of Contact (SC):**



Name:	Nasir Khan
Position:	Manager
Mobile No:	050 384 8330
Email:	dnkengg@gmail.com / nasir@dnkengg.com

**Correspondence:**

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

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

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
2.0	Commercial Sufficiency		
2.1	Khansaheb Tender Enquiry		
	<p>SC confirmed receipt of KCE tender Enquiry:          Reference: <b>Enquiry for Supply &amp; Installation of Roller Shutter Doors</b>          Dated: <b>13.09.22</b></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 <b>30-Oct-22</b> remained valid until	<b>DNK22/KCE/QT-145</b> <b>29-Dec-22</b>	
2.2.2	SC confirmed its tender price as:	<b>AED 75,530.00</b>	
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 <b>75,530.00</b>		
2.3	Insurance, Bonds & Warranties		
2.3.1	SC confirmed that an Advance Payment would not be required	<b>No</b>	
2.3.2	KCE and SC agreed that the Advance Payment would be <b>50</b> % of the Subcontract price.		See continuation page
2.3.3	The Advance Payment will be recovered at <b>50</b> % 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 <b>N/A</b> of the Subcontract price		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
2.3	Insurance, Bonds & Warranties continued		
2.3.5	SC confirmed that their tender included the provision of all warranties and guarantees required by the tender document and to satisfy the Employer's Requirements. Where a warranty or guarantee for a particular item is not clear from the tender documentation, the SC agreed to obtain the maximum warranty / guarantee available from the specified suppliers.		
2.3.6	SC agreed to provide a Collateral Warranty if required	Yes	
2.3.7	The SC confirmed and agreed that the cost of supplying the above bonds and warranties is included in their Subcontract price and that failure to provide them will result in interim payments being withheld.		
2.3.8	KCE and SC agreed that the following insurances are to be provided:  Workmen's Compensation <input type="checkbox"/> S/C      Plant & Equipment <input type="checkbox"/> S/C Professional Indemnity <input type="checkbox"/> N/A      CAR / Third Party <input type="checkbox"/> Employer		
2.3.9	The SC agreed to provide copies of their up to date policies and confirmed that if any insurances expire during the currency of the Project, the Subcontractor is to provide evidence of renewal.		
2.4	Valuation & Payment		
2.4.1	KCE and SC agreed that valuations are to be submitted on:  30th of each month		
	KCE confirmed that payment would be made within <input type="checkbox"/> 15 days of receipt of the corresponding payment from the Employer		
2.4.2	KCE confirmed and the SC agreed that the retention percentage on the work is <input type="checkbox"/> 10 %		
2.4.3	The release of retention will take place in line with the conditions of the Main Contract which states that the first half will be released:  On receipt of the Taking Over Certificate for the Main Contract works		
2.4.4	The Balance of retention release will occur:  on receipt of the Defects Liability Certificate for the Main Contract works		
2.4.5	KCE and SC agreed that all retention payments will be made within <input type="checkbox"/> 15 days of receipt of the corresponding payment from the Employer		



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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
2.4	Valuation & Payment continued		
2.4.6	If the SC fails to comply with the agreed programme (section 6) then Liquidated Damages / Penalties for the whole of the Works and any section, where applicable, will be applied in line with the amounts under the Main Contract.		
2.4.7	KCE and SC agreed that the Defect Liability Period would be:  365 days from date of Taking over certificate		
	Further commercial terms were recorded in the continuation sheets: <input checked="" type="checkbox"/> Yes		
2.5	Conditions of Contract		
2.5.1	Main Contract  Project Description:  All outstanding Works required to bring the Project known as the Dorchester Hotel & Residences to completion		
2.5.2	Form of Contract: <input checked="" type="checkbox"/> FIDIC first ed. 1999 Red Book as amended by Particular Conditions (see continuation sheet)		
2.5.3	KCE confirmed and the SC agreed that the Main Contract documents, including drawings, specifications and other schedules / appendices (excluding commercially sensitive information) are available for inspection by the SC.		
2.5.4	The SC confirmed that his offer is fully technically and commercially compliant with the Main Contract and any future Subcontract agreement will be performed on a back to back basis, except as noted herein.		
2.5.5	The SC confirmed that he has made due allowance for the above in his price.		
	Subcontract		
2.5.6	Form of Subcontract: <input checked="" type="checkbox"/> Minor Works Order		
2.5.7	KCE and SC agreed that the Subcontractor's tender qualifications, exclusions, attendances, terms and conditions are superseded by the amendments / agreements made in:  Appendix 2 Clarification schedule		
2.5.8	KCE and SC confirmed their responsibility for the provision of certain attendances / facilities by reviewing the K5 form.  The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
3.0	Design		
3.1	<p>The following design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>Design responsibilites as per the drawings and specification requirement.</p>		
3.2	<p>The following temporary works design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>Design responsibilites as per the drawings and specification requirement.</p>		
3.3	The SC confirmed that his design, will be in accordance with the Tender and Main Contract documents and all design obligations shown and / or described therein are included.		
3.4	SC confirmed that it has sufficient and competent design resource available to deliver the above design responsibilities for this project.		
3.5	SC confirmed that his tender is fully compliant with all applicable Building Standards, Statutory Authority Regulations, Civil Defence and Municipality requirements etc.		
3.6	<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	Yes		
	KCE confirmed and SC agreed that for the purposes of payment, unless the as-built details / O & M manuals and any other close out documentation to be provided by the SC are in compliance with the Subcontract, that KCE may withhold payments.		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date								
4.0	Change Management										
4.1	<p>KCE confirmed and SC agreed that payment for additional work will not be made without prior written instruction from the following named persons:</p> <table> <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 Kulasooryia</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Title	Name	Project Manager	Chris McCann	Sr. Quantity Surveyor	Saman Kulasooryia				
Title	Name										
Project Manager	Chris McCann										
Sr. Quantity Surveyor	Saman Kulasooryia										
4.2	<p>KCE and SC agreed that the valuation of works on a daywork basis: <span style="border: 1px solid black; padding: 2px;">will not be</span> 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><span style="border: 1px solid black; padding: 2px;">Yes</span></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
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Item	Minute	Action by	Date
5	Technical Sufficiency continued		
5.2	<p>KCE and SC reviewed the KCE Trade Checklist:</p> <p>If yes, the following pertinent points were identified: None</p>	N/A	
5.3	<p>Further minutes were recorded in the continuation sheets:</p> <p>SC summarised what innovation, construction and material alternative options can be offered with potential cost savings: Not Applicable</p>	No	
6.0	Programme		
6.1	<p>KCE confirmed that the site working hours are:</p> <p><b>MONDAY</b> Sunday to Thursday                      7am - 5pm</p> <p>Friday                                      7am - 5pm</p> <p><b>Saturday - SUNDAY</b>                      Closed</p> <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>		
6.2	<p>The SC confirmed that the Subcontract works will be carried out in accordance with the durations and sequence indicated in KCE programme reference:</p> <p>Programme to be agreed to align with Main Contract Programme.</p>		
	A copy of which has been enclosed within Appendix 4	No	
6.3	<p>SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same.</p> <p>No</p>	N/A	



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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
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:  KCE direct works & MEP works		
6.11	KCE confirmed and the SC agreed that continuity of work cannot be guaranteed and the SC has allowed for an adequate number of visits to execute and complete the Subcontract works.		
6.12	SC confirmed that method statements and risk assessments will be submitted for approval within a minimum of 14 days prior to the commencement of the Subcontract works on site or as required to comply with the programme current at that time.		
6.13	KCE stated that from time to time the Project Manager may amend the programme. The SC acknowledged this and confirmed that it would comply with any amendment.		



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



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date				
8.4	The SC confirmed that all subcontractors listed in 8.1 or any future subcontractors referred to in 8.3 would be pre-qualified and assessed to ensure their competence and capacity to complete the sub-let element of works. The SC agreed to provide prequalification records upon request.						
8.5	KCE explained to the SC the requirements of their K-Standards that relate to the package works and the SC confirmed that they would fully comply with these standards and that the associated costs are included in their tender price.						
8.6	KCE confirmed that a copy of the company health, safety, environmental & sustainability policies and company procedure are available for inspection on site and stated that the content of this document was the minimum standard to be achieved by the SC. The SC confirmed and agreed to its application.						
8.7	KCE confirmed that a copy of the company Worker Welfare Procedure is available for inspection at KCE's Head Office and that the requirements of this document must be respected and adhered to in relation to the employment of labour in every regard. The SC confirmed and agreed to its application.						
8.8	KCE confirmed that all persons entering site must attend a site induction and provide all required documentation.  The site inductions would be held on site at the following times: <table border="1"><tr><td>Day</td><td>Daily</td><td>Time</td><td>7am</td></tr></table>	Day	Daily	Time	7am		
Day	Daily	Time	7am				
	KCE confirmed and SC agreed that should their persons fail to attend the above induction then they must leave site and return for the next available induction. All cost associated with this will be the responsibility of the SC.						
8.9	SC confirmed that it would provide weekly tool box talks to its operatives along with daily briefings on the methodology and controls required to complete the works  From time to time KCE may request the SC to carry out a tool box talk on a specific subject matter. The SC agreed to comply with any such request.						
8.10	The SC confirmed that the below named person would be their Safety Officer(s) on the project and confirmed that this person held the following qualifications:  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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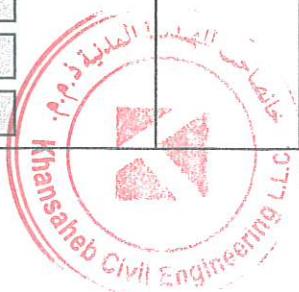
Item	Minute	Action by	Date
8.11	KCE confirmed that the OSP19 Disciplinary Action Procedure for safety violations would be incorporated into the Subcontract. Any fines will be deducted from interim payments due to the SC.		
8.12	KCE explained the key details of the project safety plan as outlined below 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	<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"> <li><input type="checkbox"/> Option 1: KCE stated that other Subcontract tenders are under consideration and will contact the SC in the near future.</li> <li><input checked="" type="checkbox"/> Option 2: KCE stated its intention to proceed to complete a Subcontract agreement.</li> <li><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.</li> <li><input type="checkbox"/> Option 4: KCE will not proceed further on this occasion.</li> </ul>		



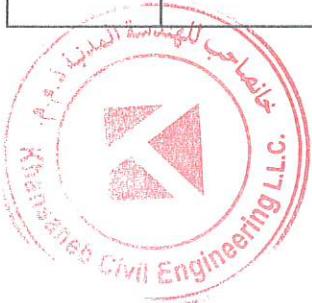
**KHANSAHEB CIVIL ENGINEERING LLC**  
**SUBCONTRACTOR'S POST TENDER REVIEW MEETING**

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
10.2	KCE stated that in the event of a Subcontract award a Letter of Intent (LOI) would be issued. The SC agreed to proceed on this basis whilst the formal Subcontract Agreement was being collated.		
10.3	KCE confirmed the list of documentation appropriate for incorporation into the formal Subcontract order in the event of award is:  As listed in Appendix 1 of these minutes  These minutes and attachments  Any further documents issued from the date of these minutes until placement of order	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> No	
11.0	<b>Statement of Agreement</b>		
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): Anil Signature: 	Date: 17.10.22	
11.3	Signed for SC:  Name (print): Signature:	Date:	
12.0	<b>Attachments</b>		
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 BILL OF QUANTITIES	<input type="checkbox"/> Yes	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
	Continuation Sheets		
2.4.1	<p><u>Payment Terms:</u></p> <p>50% advance payment against receipt of security cheque with cover letter.      30% against material delivery subject to approval by the consultant.      20% upon Completion / approval of Subcontract works      All above payments subject to 10% Retention.</p> <p>KCE will issue a payment certificate within 10 days of receipt of the corresponding payment certificate issued under the Main Contract. KCE's payment terms with the Client is 30 days (15 days to certify &amp; 30 days to make payment) from the payment application date which would be submitted on 5th of every month.</p>		
2.4.6	The daily rate of Liquidated Damages / Penalties will be 0.1% of the Subcontract sum / calendar day to a limit of 10% of the Subcontract Sum.		
2.5.2	FIDIC Conditions of Contract for Building & Engineering Works designed by the Employer, first edition 1999 (Red Book) as amended by Particular Conditions		
	<b>General:</b>		
1	The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements		
2	KCE advised that storage space on site if restricted and so all materials are to be delivered on a 'just in time' basis. Materials are to be delivered in sequence and are to be lifted & fixed directly into place upon delivery.		
3	KCE will provide craneage in accordance with its site logistics plan or other such arrangement to off-load & erect materials. The SC's representative is to attend daily crane co-ordination meetings with KCE to agree crane usage / timings for the following days. Notwithstanding that KCE is providing the craneage the SC is responsible for submission of lifting plans, Risk Assessments Method Statements for KCE's approval.		
4	The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works		
5	The SC confirmed it has allowed for all costs associated with reduced working hours and / or changes in shift patterns during the Holy Month of Ramadan, 'summertime working' restrictions, night shifts & public holidays etc		
6	There will only be one site induction per day, should the SC require additional inductions additional costs will be incurred and charged to the SC		





**APPENDIX 1**  
**SCHEDULE OF RELEVANT CORRESPONDENCE**



## KHANSAHEB CIVIL ENGINEERING LLC

## SUBCONTRACTOR'S POST TENDER REVIEW MEETING

APPENDIX 1

## SCHEDULE OF RELEVANT CORRESPONDENCE

DNK Engineering Equipment Trading LLC

No.	Subject	Reference	Date
1	Dorchester Project - Plot 18	KCE(Sukesh) email, 10:20 am ( Enquiry for Supply & Installation of Roller Shutter Doors)	13.09.22
2	Quotation for Rolling Shutter	DNK(Nasir) email, 12:44 pm ( Quote ref. DNK22/KCE/QT-145)	01.10.22
3	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K100/KD/SK/0139	17.10.22





**APPENDIX 2**  
**TENDER CLARIFICATION SCHEDULE**



Ref	Clarification / Qualification quote ref DNK22/KCE/QT-145	KCE's Response dated 14.10.22	Final Agreement dated 14.10.22
A	<u>Fire rated single skin rolling shutter door considerations:</u>		
1	Electrically operated Superior 75mm high, Galvanized steel, 120 mins fire rated single skin Rolling Shutter with Thermal Fusible Link, Electric Solenoid Release, Fire alarm signal conversion panel, 3 way Push button control, Emergency Manual override chain, and Hood in Powder coated finish manufactured to BS Standards (BS EN 1634-1)	KCE enquired from SC if the submitted quote is compliant with the drawings, specifications & other tender documents issued with the tender enquiry.	Agreed & closed.
B	<u>Additional Optional Accessories (not included in offer):</u>		
1	a) Motor Cover - AED 470/- each, per shutter b) Hollow Section - Steel Support - AED 2,000/- per shutter	KCE informed SC that the accessories have to be provided if required as per the issued drawings, specifications & other tender documents. SC to provide motor covers to all the shutters if requested by the consultant.	Agreed & closed.
C	<u>Special Note:</u>		
1	We are offering our standard Fire Rated roller shutter based on the given BOQ. Any significant changes in Specification, Size, Options, Type and Quantity will result in a revision of the price.	KCE informed SC that the submitted price is as per the issued drawings, specifications & other tender documents. Any additional requirements or further changes shall be instructed separately.	Agreed & closed.
2	Powder Coated colors are limited to standard non-metallic colors.	KCE informed SC that the finish to be is as per the issued drawings, specifications & other tender documents. Any additional requirements or further changes shall be instructed separately.	Agreed & closed.
3	Fire stopping above the Fire shutter box to be done by Main contractor	Noted. All the authority requirements should be coordinated with other trades prior to installations at site.	Agreed & closed.
4	The above prices are based on fixing the shutters to RC lintel. Should additional steel structures are required to install the shutters to be provided by main contractor	Noted. Any steel structures required shall be supplied and installed by other SC. However, all the requirements as per the site conditions should be coordinated with other trades prior to installations at site.	Agreed & closed.
5	Main contractor to provide Connection to Fire alarm panel, Power supply isolators within one meter from the shutter motor location	KCE informed SC that all the provisions are shown on the issued drawings. However, any additional requirements to be coordinated with the MEP team.	Agreed & closed.
D	<u>Inclusions:</u>		
1	a) Standard motor with 3 way Push Button control b) Powder coating in standard RAL Colours (Special or Metallic Colour will be charged extra) c) Box cover or Hood Cover (No motor cover) d) Thermal fusible link e) Emergency Release system f) Fire Alarm signal conversion panel g) Emergency Manual override chain h) Bottom weather seal	KCE enquired from SC if the submitted quote is compliant with the drawings, specifications & other tender documents issued with the tender enquiry.	Agreed & closed.
E	<u>Steel Insulated rolling shutter door:</u>		
1	Rolled Form Insulated Roller Shutter Door with polyurethane infill insulated interlocking slats.  90 mm Pitch , 23 mm nominal thickness of slats With bottom bar, roller barrel, end plates, guide channel, Roller shaft,  Finish: Powder coated (standard RAL Colour- Non-metallic)  Electrical operated with 3 way push button	KCE enquired from SC if the submitted quote is compliant with the drawings, specifications & other tender documents issued with the tender enquiry.	Agreed & closed.



Ref	Clarification / Qualification quote ref DNK22/KCE/QT-145	KCE's Response dated 14.10.22	Final Agreement dated 14.10.22
F	<u>Exclusions:</u>		
1	All Civil, Mechanical and Electrical preparations, conduit, to receive installation.	Noted. Agreed.	Agreed & closed.
2	All Block work Cement Structures, concrete Excluded.	Noted. Agreed.	Agreed & closed.
3	Authority approvals, NOC, Work permit and Drawing Approvals	Noted. Authority approvals and certification for the installations carried out by SC is included in the submitted offer.	Agreed & closed.
4	Associated Builder's Works.	Noted. SC to provide the requirements.	Agreed & closed.
5	Painting or other means of surface treatment, other than offered.	Not Applicable.	Agreed & closed.
6	Any other product or service other than EXPLICITELY spelt out in this quote Whatever not mentioned in the quotation	Not Acceptable. The submitted offer is in compliance with the issued drawings, specifications & other tender documents.	Agreed & closed.
G	<u>Site Requirements:</u>		
1	The Support for Barrel bracket and side supports to be adequate for the installation of Roller Shutter door and also carry the weight of the door, if not additional steel column to be provided by client/main contractor	KCE informed SC to carry out a site survey and verify the requirements for installations. Any additional requirements to be advised to KCE.	Agreed & closed.
H	<u>Site Facilities:</u>		
1	Scaffolding, lockable store for the delivered items, tools & equipment's, power supply for work (passes / permits, if required) etc. should be provided by your arrangement free of charge.	Refer to K05- Summary of Attendances & Facilities.	Agreed & closed.
J	<u>Exclusion:</u>		
1	Authority approvals, NOC, Work permit and Drawing Approvals	Refer to item F-3 above.	Agreed & closed.
2	Painting or other means of surface treatment, other than offered	Refer to item F-5 above.	Agreed & closed.
3	Any other product or service other than EXPLICITELY spelt out in this quote	Refer to item F-6 above.	Agreed & closed.
4	Hollow Section	Refer to item G-1 above.	Agreed & closed.
5	Associated Builder's Works	Refer to item F-4 above.	Agreed & closed.
6	Scaffolding, Electricity, water and crane facilities to lift the shutters from road level to the level of the installation	Refer to K05- Summary of Attendances & Facilities.	Agreed & closed.
7	Whatever not mentioned in the quotation	Refer to item F-6 above.	Agreed & closed.
8	All Civil, Mechanical and Electrical preparations, to receive installation.	Refer to item F-1 above.	Agreed & closed.
K	<u>Note:</u>		
1	Mechanically moving objects such as doors shall require periodical maintenance, to keep them working satisfactorily. Once the defect liability period of 1 year from expires, we recommend the client to sign an annual maintenance contract or periodical service carried out by a professional company regularly. Any noise or visible broken parts must be notified and dealt seriously and immediately.	Noted. KCE informed the SC that all the requirements pertaining to annual maintenance to be mentioned in the operation and maintenance manuals for consultant and client review.	Agreed & closed.
L	<u>Terms &amp; Conditions:</u>		
1	The prices offered in UAE Dirhams, Supply and installation.	Noted. Agreed.	Agreed & closed.
2	Delivery : Min 3 to 4 weeks, after clear order, receipt of advance, whichever is later.	KCE informed SC to comply with the programme requirements.	Agreed & closed.



Ref	Clarification / Qualification quote ref DNK22/KCE/QT-145	KCE's Response dated 14.10.22	Final Agreement dated 14.10.22
3	Payment : 50% payment in advance, 40% on delivery of material, 10% on installation, testing and commissioning before handover. All Material supplied /installed us shall remain our property and at our disposal until full Payment is received.	Refer to K07 PTR meeting minutes continuation sheet for payment terms agreement. The payments will be made as per the agreement and the materials supplied / installed at site shall remain the property of the Client.	Agreed & closed.
4	Validity : 1 week from the quotation date.	KCE informed SC that the quote should be valid until issue of order.	Agreed & closed.
5	Warranty : Warranty for 1 year from the date of handover.	Noted. Subject to consultant's approval.	Agreed & closed.





### APPENDIX 3

#### K05 SUMMARY OF ATTENDANCES & FACILITIES



## APPENDIX - 3: SUMMARY OF ATTENDANCES & FACILITIES

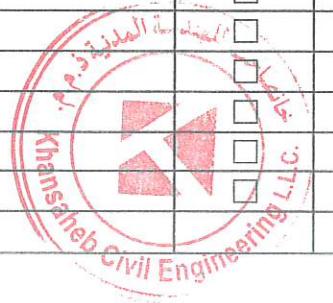
K05

This schedule outlines the attendances and facilities which are to be provided by KCE and those that are to be provided by the Subcontractor. Those facilities provided by KCE shall be used in common with other Subcontractors. All facilities provided by the Subcontractor are to meet the minimum requirements described in KCE's procedures and K Standards. Failure to meet these requirements may result in KCE taking remedial action with all associated charges being levied against the Subcontractor's account.

Ref	Description	KCE	Sub-Contractor
1	<b>Site Facilities</b>		
1.1	Area for Subcontractor's offices	✓	<input type="checkbox"/>
1.2	Area for Subcontractor's storage	✓	<input type="checkbox"/>
1.3	Offices for Subcontractor's staff	<input type="checkbox"/>	✓
1.4	Buildings / containers for Subcontractor's storage	<input type="checkbox"/>	✓
1.5	Specific security of Subcontractor's facilities and material (general security by KCE as 1.8)	<input type="checkbox"/>	✓
1.6	Toilet and washing facilities	✓	<input type="checkbox"/>
1.7	Canteen facilities (if applicable)	n/a	n/a
1.8	General security / hoarding to perimeter of site / laydown areas	✓	<input type="checkbox"/>
1.9	Provision of first aider(s) & all equipment	<input type="checkbox"/>	✓
1.10	Provision of telephone and internet connection	<input type="checkbox"/>	✓
1.11	Telephone and internet monthly charges	<input type="checkbox"/>	✓
1.12	Computers, printers & other electrical office equipment	<input type="checkbox"/>	✓
1.13	Provision of office furniture	<input type="checkbox"/>	✓
1.14	Provision of office stationary	<input type="checkbox"/>	✓
1.15	Provision of office consumables (milk, tea, coffee etc.)	<input type="checkbox"/>	✓
2	<b>Temporary Services</b>		
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	<b>The Works</b>		
3.1	Setting out - main grid lines & datum points	✓	<input type="checkbox"/>
3.2	Setting out of the Subcontract works	<input type="checkbox"/>	✓
3.3	Competent Supervision of the Subcontract works and labour	<input type="checkbox"/>	✓
3.4	Protection of the Subcontract works & removal of protection on completion	<input type="checkbox"/>	✓
3.5	Disposal of waste to site refuse area	<input type="checkbox"/>	✓
3.6	Segregation of waste in to the designated waste skip	<input type="checkbox"/>	✓
3.7	Disposal of waste off site to an approved location	✓	<input type="checkbox"/>
3.8	Disposal of hazardous waste off site to an approved location (if Applicable)	✓	<input type="checkbox"/>
3.9	Provision of personal protective equipment ( <i>KCE Gloves &amp; 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	<b>Cranage &amp; Hoisting</b>		
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 checked="" type="checkbox"/>	<input 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	<b>Access &amp; Equipment</b>		
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 checked="" type="checkbox"/>	<input type="checkbox"/>
5.3	Driver operated plant & equipment (if required)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.4	Operators for mechanical plant & equipment (if required)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.5	Provision of fuel, water, gas and the like to power mechanical equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.6	Mobile scaffold towers (where permitted by KCE SPM, see also 7.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.7	Mechanical/electrical working platforms - scissor lifts, cherry pickers and the like	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.8	Independent access scaffold up to platform height of 3m by SC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.9	Independent access scaffold platform height above 3m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.10	Birdcages & specialist crash decks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.11	Handrail edge protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.12	Debris netting & protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.13	Access stairs to the works	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.14	Task specific fire extinguishers where required (e.g. for hot works)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.15	Task specific safety signage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	<b>Personal Protective Equipment (PPE)</b>		
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	<b>Any Other Specific Facilities &amp; Attendances Identified Below</b>		
7.1	The SC shall use its best endeavours to ensure the collection & removal of recyclable waste materials generated by the Subcontractor (& its supply chain) is returned to source and not included in skips to be disposed off as waste.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.2	MEWP's to be used wherever possible, mobile scaffold towers use to be approved by KCE SPM. Access requirement above 3m platform height will be provided by KCE.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.3	High visibility vests with company name, designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.4	Safety Helmet with names/ designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
8	<b>Confined Space Works (only to extent applicable for the SC Works)</b>		
8.1	Multi gas monitor	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.2	Rescue harness per entrant	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.3	Rescue tripods & winches	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.4	Mechanical ventilation, extraction & air movement equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.5	Emergency rescue escape sets (for medium & high risk works).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.6	Means of communication (e.g. Radio)	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Ref	Description	KCE	Sub-Contractor
9	MEP Specific Attendances (only to extent applicable for the SC Works)		
9.1	Provision of power for testing & commissioning	✓	<input type="checkbox"/>
9.2	Provision of water for testing & commissioning	<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**



## **BILL OF QUANTITIES**

**CONTRACT NAME:** Dorchester Hotel & Residences                      **Date :** 15.10.22

CONTRACT NO : 201A22002

SUBCONTRACTOR: DNK Engineering Equipment Trading LLC

~~TOTAL AMOUNT IN AED.~~

75,530.00



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 of such termination to the Subcontractor.  
(iii) The Main Contractor shall also be entitled to suspend and / or terminate this Subcontract if the Main Contract is suspended and / or terminated by the Employer. In this event, the respective rights of the Main Contractor and Subcontractor shall be like for like to those of the Employer and the Main Contractor under the Main Contract.

- (iv) In the event of this Subcontract being terminated under Clause 21(i)a., b., c., or d. the Subcontractor shall be entitled to payment of the unpaid balance of Subcontract Works executed and materials delivered to site, adjusted by:
- any increased cost to the Main Contractor in the completion of the Subcontractor Works; and
  - any other loss and expense incurred by the Main Contractor as a result of the termination.
22. The Subcontractor shall treat the details of this Subcontract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with laws of the Emirate of Dubai and the United Arab Emirates.
23. (i) If a dispute of any kind whatsoever arises between the Main Contractor and the Subcontractor in connection with, or arising out of, the Subcontract or the execution of the Subcontract Works, then the Main Contractor or the Subcontractor shall give a notice of this dispute to the other party (**Notice of Dispute**), stating that the Notice of Dispute is given pursuant to this Clause.
- (ii) If a Notice of Dispute is given under Clause 23(i) the Main Contractor and Subcontractor shall attempt to settle such dispute amicably within 56 days of receipt of the Notice of Dispute.
- (iii) If the dispute is not settled amicably under Clause 23(ii) either party may refer the dispute to an independent third party adjudicator appointed by Dubai International Arbitration Centre (**Adjudicator**) to be finally settled. The Main Contractor and Subcontractor shall agree the terms upon which to appoint the adjudicator and conduct the adjudication. The Adjudicator must issue his written decision to the Main Contractor and Subcontractor within 90 days of being appointed (**Adjudicator's Decision**).
- (iv) The Adjudicator's Decision shall be final and binding on the Main Contractor and Subcontractor until the completion of the Subcontract Works or the issuance of a notice of dissatisfaction in accordance with Clause 23(v) below. The Subcontractor shall give immediate effect to the Adjudicator's Decision and shall proceed with the Subcontract Works with all due diligence whether he or the Main Contractor requires arbitration as hereinafter provided or not.
- (v) If the Adjudicator fails to issue his decision in accordance with Clause 23(iii), or if either the Main Contractor or the Subcontractor is dissatisfied with his decision and has issued a written notice of dissatisfaction to the Adjudicator and the other party within 14 days of receiving the decision, either the Main Contractor or the Subcontractor may within 90 days of receiving the decision or 90 days after the expiration of the first named period of 90 days (as the case may be) refer the dispute to arbitration, to be conducted in accordance with the arbitration agreement in the Main Contract. In this event, reference to the Employer and Main Contractor in the arbitration agreement in the Main Contract shall be read as Main Contractor and Subcontractor respectively.
24. This Subcontract shall be governed by the laws of the Emirate of Dubai and the United Arab Emirates and the ruling language shall be English.
25. The Subcontractor warrants and undertakes that it shall comply with:
- all applicable laws and regulations relating to its performance of the Subcontract Works and, in particular, laws and regulations relating to the employment, health, safety, welfare, immigration and emigration of its employees. The Subcontractor shall require its employees to obey all applicable laws and regulations, including those concerning safety at work;
  - all applicable laws and regulations relating to anti-bribery and anti-corruption; and
  - all of the Main Contractor's internal policies and procedures and, in particular, those relating to the welfare of its employees and anti-bribery and anti-corruption.
26. (i) Contractor's Worker Welfare Procedure: means the Contractor's Worker Welfare Procedure as available in the Contractor's Main Office and as updated by the Contractor from time to time.
- (ii) The Subcontractor undertakes, warrants and represents that in the performance of its obligations under this agreement that it and each member of its own supply chain shall comply without limitation with all applicable laws, statutes, regulations and codes from time to time in force and where there is no conflict shall as a minimum comply with the Contractor's Worker Welfare Procedure.
- Any breach of this Clause 26 by the Subcontractor shall be deemed a fundamental breach of the Subcontract Agreement and shall entitle the Contractor to terminate the Subcontract Agreement.
- (iii) The Subcontractor represents and warrants that:
- its responses to the Contractor's due diligence questionnaires are complete and accurate; and
  - neither the Subcontractor nor any of its officers, employees [or other persons associated with it] has been convicted or is in the process of being investigated for any offence involving slavery and human trafficking, bribery or any breach of competition law.
- The Subcontractor shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking, bribery or breach of competition law within its own supply chains.
- (iv) The Subcontractor shall notify the Contractor as soon as it becomes aware of any breach, or potential breach, of Clause 26 by it or any member of its own supply chain.
- (v) The Subcontractor shall:
- allow the Contractor a general right of audit, and in particular a right to audit their accommodation facilities and give access to their employees to be interviewed where deemed appropriate.
  - demonstrate they have taken reasonable and appropriate steps to ensure that their own supply chain meet the requirements of the Contractor's Worker Welfare Procedure.
- (vi) The Subcontractor shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the policies 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.  
Registered Office P.O.Box 2716, Dubai, U.A.E.

