

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. 201A22002/36
PROJECT NAME: Dorchester Hotel & Residences (Completion Works)

Vijayraj Contracting Co. (L.L.C.)
P.O. Box 50261
Dubai, U.A.E.
Tel: 04 2246575
Fax:

CONTRACT NO. : 201A22002
SITE CONTACT : Mr. Chris McCann
SITE TEL. NO. : 056 5076171
DATE : 24th May 2022
OUR REF. : SW/CM/KBD/ARM/201A22002/36

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, supply, deliver, offload, handle, distribute, apply, protect, maintain and guarantee Internal Wall Plastering Works, all in accordance with the subcontract documents, drawings, specifications and all as generally described in the below listed Subcontract documents and to the satisfaction of the Engineer (Subcontract Works) for the sum of Dhs. 206,250.00 (Dirhams Two Hundred Six Thousand Two Hundred and Fifty Only) QUANTITIES ARE SUBJECT TO RE-MEASUREMENT ON COMPLETION (Subcontract Price).

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

ATTACHMENTS: 1. KCE email enquiry dated 10.05.2022, 13:58 (8 pages).
2. KCE email dated 18.05.2022, 09:37 (1 page).
3. VCC quotation ref. VCC/SD/KCE/QUOTE/PL/R1/22 dated 18.05.2022 (5 pages).
4. KCE letter ref. 201A22002/K100/KD/SK/0026 dated 24.05.2022 (25 pages).
5. Bill of quantities (1 page).
6. Subcontract: General Terms and Conditions (2 pages).

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

PAYMENT TERMS

Payment will be within 45 days of submission of agreed invoice. Retention will be released in accordance with the terms of the Main Contract.

PARTICULARS OF MAIN CONTRACT:

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

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

Eirian Morris/Steve Flint
Commercial Director/Managing Director



Tariq Hussain-Khansaheb/
Amer Abdulaziz Khansaheb/Maher Khansaheb

Mithun Vallar Veetil

From: Mithun Vallar Veetil
Sent: 10 May 2022 13:58
To: ramgopal@emirates.net.ae; VIJAYRAJ CONTRACTING CO LLC; admin .
Cc: Saman Kulsooriya; Anil Kumar Kariyappa; Mohammed Shahid; Prabakaran Kuppusamy
Subject: Dorchester Hotel & Residences - Internal Plastering works Enquiry
Attachments: 201A22002-K100-KD-SK-MV-0004.pdf; Appendix-1.pdf; Appendix-2.pdf;
Appendix-3.pdf; BOQ Internal plastering.xlsx

Dear Ramgopal,

Project : DORCHESTER HOTEL & RESIDENCES, DUBAI, UAE

Package: INTERNAL PLASTERING WORKS

Further to our discussion today, please find attached enquiry for Internal Plastering works at Dorchester Project for your perusal.

The Appendices, relevant BOQ are enclosed in the email for quick reference. Full set of tender documents including Material approval can be downloaded from the link below.

Please submit your quotation on 12.05.22. We suggest you to visit our Site to understand the scope, please contact Mr.Shahid Mob. 056 501 3078 / Mr.Prabakaran Mob. 056 997 3359.

Should you have any queries, feel free to contact us.

<https://we.tl/t-N3G9YvaEiR>

Thanks,



Mithun Vallar Veetil
Quantity Surveyor
E mithun.vallarveetil@khansaheb.ae | M +971 50 472 5095 | T +971 4 605 7200



KHANSAHEB CIVIL ENGINEERING L.L.C.
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خانصاحب للهندسة المدنية ذ.م.م
قسم الإنشاءات
الراشدية
دبي ٢٧١٦
دبي، الإمارات العربية المتحدة

Ref: 201A22002/K100/KD/SK/MV/0005

K06
Date: 10/05/2022

Vijayraj Contracting Co. LLC
PO Box 50261
Dubai
United Arab Emirates

For the attention of Mr. Ramgopal

Dear Sir,

Project: DORCHESTER HOTEL & RESIDENCES, DUBAI, UAE

Package: INTERNAL PLASTERING WORKS

We invite you to submit a quotation for the above subcontract works as described in the enclosed Appendix-1: Project Particulars, Appendix-2: Schedule of Tender Documents, Appendix-3: Summary of Attendances & Facilities.

Your quotation is to comply with all provisions of the Main Contract documents which are available at our offices for your inspection. The successful Tenderer will be required to enter into our Standard Form of Subcontract, which is based upon the FIDIC Conditions of Subcontract recommended for use in conjunction with the form of Main Contract that is applicable to this project. A copy of our Standard Form of Subcontract is also available for inspection at our office.

Your quotation should explicitly state:-

1. If any deviation from the Contract Specification has been included.
2. If any item has been excluded or omitted.

Upon review of these documents, should you identify any areas of value engineering or any alternative solutions or materials that you wish to propose then these should be submitted as an alternative offer. Please note that these will only be considered where a fully compliant offer has also been submitted.

Should you fail to highlight any of the above, your quotation shall be assumed to be totally compliant and complete in every respect.

Your quotation should be submitted no later than 12/05/22 marked for the attention of Mr. Kevin Davies (Commercial Manager).

If you are unable to submit an offer, please inform us immediately and return all Tender documentation.

Yours faithfully,
On behalf of Khansaheb Civil Engineering L.L.C



Kevin Davies
Commercial Manager, Construction Division

Enc. Appendix 1: Project Particulars
Appendix 2: Schedule of Tender Documentation
Appendix 3: Summary of Attendances & Facilities K05

KCE/K06/04/2017 Rev.02

T +971 4 285 7251 / 4 285 8255
F +971 4 285 7539
E kehodxb@khansaheb.ae
W www.khansaheb.dubai.com



LAD 100 SHARE CAPITAL UAE DHS 11 MILLION C.G.N.O. 40123
IN ASSOCIATION WITH THE INTERSERVE GROUP OF COMPANIES

+971 4 285 7251 / 4 285 8255
+971 4 285 7539
kehodxb@khansaheb.ae
www.khansaheb.dubai.com

APPENDIX - 1: PROJECT PARTICULARS

Project Name:	DORCHESTER HOTEL & RESIDENCES, DUBAI, UAE
Project Location:	DUBAI, UAE
Employer:	SKY PALACES REAL ESTATE DEVELOPMENT LLC
Engineer / Employer's Rep:	OMNIUM INTERNATIONAL LIMITED
Package Title:	INTERNAL PLASTERING WORKS
Package Scope:	Internal Plastering (balance works to complete the project) but not limited to mobilise/demobilise, supply, install, handle, offload, distribute, protect, maintain, and guarantee the plastering works all in accordance and complying with scope of works and specifications respectively as mentioned in Appendix 2
Validity of Quote:	90 days
Type of Quotation:	Remeasure
Fixed Price:	Fixed Price
Payment Terms:	TBA
L.A.D's:	TBA
Retention:	10%
Performance Bond:	10%
Main Contract Start Date:	29-03-22
Main Contract Finish Date:	12-02-23
Indicative Subcontract Dates:	<p>TBA.</p> <p><i>Main Contract Dates are mentioned above</i></p> <p>The Subcontract programme for these works will be in line with the requirements of the Main Contract programme (i.e. to suit the relevant times prescribed within the Main Contract programme and the requirements of Khansaheb's Project Management Team).</p>
Warranty:	Where the works detailed in this enquiry include any factor of Design, the Subcontractor will warrant in a specified form that such Design complies with the requirements of the Main Contract documents and is not less favourable for the due performance of the works than which is required or implied. This Design shall be carried out with the skill, care and diligence expected of competent designers experienced in providing such Design. Professional Indemnity Insurance cover will also be required in the form and extent stipulated under the Main Contract. The subcontractor will also be required to provide all other warranties and guarantees that are specified and/or required to be provided under the Main Contract.

GENERAL REQUIREMENTS

1). Please provide the following along with your priced offer:

- A brief methodology of how you propose to carry out the works and any relevant logistics information including an outline programme showing engineering, document submittal, off-site and on-site durations.
- Names and CV's of key personnel that you intend on allocating to the project in the event of an award.
- The approximate number of man weeks you anticipate it will take to complete your scope of work.
- A schedule of long lead items associated with the package works.
- Information in support of your current capacity to carry out this project successfully.
- Any Main Contractor attendances that you may require. Please note however, other than the use of shared welfare facilities for workers, it is Khansaheb Civil Engineering's policy for all Subcontractors to be self-sufficient in respect of temporary facilities, plant, access, supervision etc. See Summary of Attendances & Facilities Appendix-3
- A copy of your latest Health & Safety policy including any information on how you intend to manage any specific Health & Safety risks associated with this package.
- A quality plan clearly identifying on and off-site works including any design (where applicable).

2). Any queries arising from your review of the tender documents should be addressed to email: saman.kulasooriya@khansaheb.ae and copied to mithun.vallarveetil@khansaheb.ae



APPENDIX - 2: SCHEDULE OF TENDER DOCUMENTATION

The following is a schedule of tender documentation that has been issued with this enquiry relating to the package works. The tenderer is advised that a copy of all of the Main Contract documents are available at our offices for inspection. The tenderer's quotation must include for all works associated with this package and be fully compliant with the requirements of the Main Contract documentation in every respect. Also all works are to be carried out in accordance with KCE's policies, procedures and K-Standards, a copy of which are available on request.

Drawing / Document Title	Drawing Number / Document Ref.	Revision
01. HEALTH & SAFETY		
Comply with the attached K standards.	Soft copy enclosed on folder "Safety standard"	N/A
Safety Policy	Soft copy enclosed on folder "Safety standard"	N/A
02. SCOPE OF WORKS		
The scope of work should be read in conjunction with all other documentation forming this Invitation for Quotation	Attached drawings	N/A
03. BILL OF QUANTITIES		
BOQ	Attached tentative BOQ for reference	N/A
04. PROGRAMME:		
Tender stage / indicative program.	Tentative dates mentioned in Appendix-1	
05. SPECIFICATIONS:		
Material approval ref. RP-AX-MT-PW-00038 dated 1 st July 2019	87 pages	0
06. DRAWINGS		
Refer to attached CAD & PDF drawings for reference.	Attached drawing list	
07. TENDER ADDENDA / CLARIFICATIONS		
N/A		
08. OTHER:		
N/A		



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
1.0 Site Facilities			
1.1 Area for Subcontractor's offices	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2 Area for Subcontractor's storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.3 Offices for Subcontractor's staff	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.4 Buildings / containers for Subcontractor's storage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.5 Security of Subcontractor's facilities and material	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.6 Toilet and washing facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.7 Canteen facilities (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.8 Perimeter security / hoarding to Subcontractor office & storage area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.9 Provision of first aider(s) & all equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.10 Provision of telephone and internet connection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.11 Telephone and internet monthly charges	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.12 Computers, printers & other electrical office equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.13 Provision of office furniture	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.14 Provision of office stationary	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.15 Provision of office consumables (milk, tea, coffee etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.0 Temporary Services			
2.1 Provision of temporary power & water to office & storage buildings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.2 Provision of a temporary power connection for the works 50m from the workface (110v)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.3 Safe distribution of power from the above connection (item 2.2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.4 Provision of a water connection point 50m from the workface	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.5 Distribution of water to the workface from the above connection point (item 2.4)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.6 Task lighting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.7 Safety lighting (in order to provide safe access and egress)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.0 The Works			
3.1 Setting out - main grid lines & datum points	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.2 Setting out of the Subcontract works	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.3 Competent Supervision of the Subcontract works and labour	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.4 Protection of the Subcontract works until accepted for handover by KCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.5 Disposal of waste to site refuse area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.6 Segregation of waste in to the designated waste skip	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.7 Disposal of waste off site to an approved location	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.8 Disposal of hazardous waste off site to an approved location	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.9 Provision of personal protective equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	





Ref	Description	KCE	Sub-Contractor
3.10	Provision of samples & mock ups	<input type="checkbox"/>	✓
3.11	Testing / commissioning (where applicable to SC Works)	<input type="checkbox"/>	✓
3.12	Final clean of Subcontract Works	<input type="checkbox"/>	✓
3.13	Temporary works (if applicable)	<input type="checkbox"/>	✓
4	Cranage & Hoisting		
4.1	Shared use of KCE tower cranes (if available on site)	✓	<input type="checkbox"/>
4.2	Mobile cranes	<input type="checkbox"/>	✓
4.3	Shared use of hoists (if available on site)	<input type="checkbox"/>	✓
4.4	Offloading Subcontractor's deliveries (within the areas identified in KCE's logistic / crane plan & within maximum crane lifting limits)	<input type="checkbox"/>	✓
4.5	Offloading Subcontractor's deliveries (Outside of areas shown in KCE logistic / crane plan)	<input type="checkbox"/>	✓
4.6	Loading out Subcontractor materials to the place of installation	<input type="checkbox"/>	✓
4.7	Specialist lifting accessories i.e Spreader beams, frames etc	<input type="checkbox"/>	✓
5.0	Access & Equipment		
5.1	Provision of small tools & hand held power tools (110 volt only)	<input type="checkbox"/>	✓
5.2	Small mechanical plant & equipment	<input type="checkbox"/>	✓
5.3	Driver operated plant & equipment	<input type="checkbox"/>	✓
5.4	Operators for mechanical plant & equipment	<input type="checkbox"/>	✓
5.5	Provision of fuel, water, gas and the like to power mechanical equipment	<input type="checkbox"/>	✓
5.6	Mobile scaffold towers (where permitted) MEWP's	<input type="checkbox"/>	✓
5.7	Mechanical/electrical working platforms - scissor lifts, cherry pickers and the like	<input type="checkbox"/>	✓
5.8	Independent access scaffold up to a platform height of 3m	<input type="checkbox"/>	✓
5.9	Independent access scaffold with a platform height above 3m high	<input type="checkbox"/>	✓
5.10	Birdcages & specialist crash decks	<input type="checkbox"/>	✓
5.11	Handrail edge protection	<input type="checkbox"/>	✓
5.12	Debris netting & protection	<input type="checkbox"/>	✓
5.13	Access stairs to the works	✓	<input type="checkbox"/>
5.14	Task specific fire extinguishers where required (e.g. for hot works)	<input type="checkbox"/>	✓
5.15	Task specific safety signage	<input type="checkbox"/>	✓
6.0	Personal Protective Equipment (PPE)		
6.1	Provision of all KCE mandatory PPE including but not limited to, branded overalls & high visibility vests, safety footwear, heavy duty safety helmets, safety gloves, safety glasses. Note; Any operative attending site with poor quality PPE or without the mandatory PPE, will either be refused entry or issued with the correct PPE with the cost being deducted from the Subcontractor's account.	<input type="checkbox"/>	✓
6.2	All task specific PPE required to comply with the approved safe system of work documented through KCE's K-Standards or the method statement, risk assessment and COSHH assessment must be provided.	<input type="checkbox"/>	✓
7.0	Any Other Specific Facilities & Attendances Identified Below		
7.1	The SC shall use its best endeavours to ensure the collection & removal of recyclable waste materials generated by the Subcontractor (& its supply chain) is returned to source and not included in skips to be disposed off as waste.	<input type="checkbox"/>	✓
7.2	MEWP's to be used wherever possible, mobile scaffold towers to be approved by KCE SPM	<input type="checkbox"/>	✓



Ref	Description	KCE	Sub-Contractor
7.3	High visibility vests with company name, designation	<input type="checkbox"/>	✓
7.4	Safety Helmet with names/ designation	<input type="checkbox"/>	✓
8.0	Confined Space Works (select if applicable)		
8.1	Multi gas monitor	<input type="checkbox"/>	✓
8.2	Rescue harness per entrant	<input type="checkbox"/>	✓
8.3	Rescue tripods & winches	<input type="checkbox"/>	✓
8.4	Mechanical ventilation, extraction & air movement equipment	<input type="checkbox"/>	✓
8.5	Emergency rescue escape sets (for medium & high risk works).	<input type="checkbox"/>	✓
8.6	Means of communication (e.g. Radio)	<input type="checkbox"/>	✓
9.0	MEP Specific Attendances (Select if Applicable)		
9.1	Provision of power for testing & commissioning	<input type="checkbox"/>	<input type="checkbox"/>
9.2	Provision of water for testing & commissioning	<input type="checkbox"/>	<input type="checkbox"/>
9.3	Disposal of water for testing & commissioning	<input type="checkbox"/>	<input type="checkbox"/>
9.4	Provision of concrete plinths for MEP support	<input type="checkbox"/>	<input type="checkbox"/>
9.5	Provision of other MEP support - steelwork, service pads and the like	<input type="checkbox"/>	<input type="checkbox"/>
9.6	Antivibration pads / floating floors and the like	<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	Preparation of fully integrated ceiling layouts / 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	<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	<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.	<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 8.9)	<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"/>
		<input type="checkbox"/>	<input type="checkbox"/>



Mithun Vallar Veetil

From: Mithun Vallar Veetil
Sent: 18 May 2022 09:37
To: admin .
Cc: Saman Kulsooriya; Anil Kumar Kariyappa; Mohammed Shahid; Prabakaran Kuppusamy; ramgopal@emirates.net.ae; VIJAYRAJ CONTRACTING CO LLC; SUMEDH ANIL DUBEY; Ranendra.
Subject: RE: Dorchester Hotel & Residences - Internal Plastering works Enquiry

Hi Ramgopal,

Thanks for the Quotation.

Consider small qty works as the project is for balance works and your Rate should include minimum qty's also. As I discussed earlier, the balance works would be happened in different floors (Basement 1 & 2 + 32 floors + Roof) and consider tolerance of +5mm within the rates. If required, please revise & submit the quote today before noon.

Thanks,



Mithun Vallar Veetil
Quantity Surveyor
E mithun.vallarveetil@khansaheb.ae | M +971 50 472 5095 | T +971 4 605 7200
www.khansaheb.ae



From: admin . <admin@vijayrajuae.com>
Sent: 11 May 2022 11:59 AM
To: Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>
Cc: Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Mohammed Shahid <mohammed.shahid@khansaheb.ae>; Prabakaran Kuppusamy <prabakaran.kuppusamy@khansaheb.ae>; ramgopal@emirates.net.ae; VIJAYRAJ CONTRACTING CO LLC <vijaycon@emirates.net.ae>; SUMEDH ANIL DUBEY <sumedh@vijayrajuae.com>; Ranendra <ranendra@vijayrajuae.com>
Subject: Re: Dorchester Hotel & Residences - Internal Plastering works Enquiry

Dear Mithun,

Good Morning!

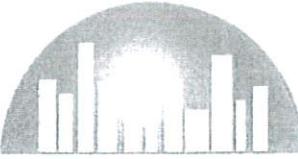
Enclosed, Please find the attached best offer for the project Dorchester Hotel & Residences for internal plaster works.

Please let us know if you have any other queries, looking forward to hearing from you.

Thanks & Regards,

Princia
Vijayraj Contracting Co.LLC,
MOB:+971556022305
Tel : +971 4224 6575





Ref: VCC/SD/KCE/QUOTE/PL/R1/22

Date: 18-05-2022

Khansaheb Civil Engineering LLC
P.O Box: 2716
Dubai, U.A.E

Kind Attention : Mr. Mithun Vallar Veetil, Quantity Surveyor

Project : Dorchester Hotel & Residences, Dubai, UAE
Subject : Offer for Supply & Application of plaster works.

Dear Sir

With Reference to your Email Dated 18/05/2022 We have taken all the factors into consideration and provided you with our best offer as below.

1) Documents Referred:

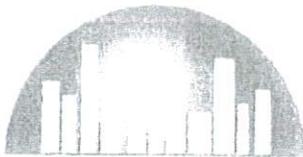
- a) Package containing BOQ.

2) Clarifications:

- a) All works are priced based on quantities in the issued BOQ. Scope of Works shall be limited to quantities priced in the BOQ only. Anything additional required for completion during course of works shall be variation to the Contract.
- b) VCC shall be allowed to work late hours / late shifts / night shifts and holidays without any additional costs to VCC.
- c) All the required permits and approvals from authorities / Consultants / Clients shall be obtained by Main-Contractor.
- d) VCC shall be allowed to propose alternate makes, suppliers and sub-contractors to their choice in compliance to the performance specifications in-order to complete works.
- e) All the warranties shall be as provided by the manufacturer or supplier.
- f) All test certificates shall be as provided by the manufactures conducted at their factory. No third-party testing considered in our offer price except pull out test on site.
- g) We had considered to handover the surface within the tolerance levels for flatness specified in BS Codes for the particular use.
- h) No chipping and making good of the substrata considered in our price.
- i) We have priced for the plaster 15 mm thickness and Screed Without considering BRC Mesh.
- j) Any extra thickness other than the mentioned in BOQ will be at extra cost
- k) Curing to be in the scope of main contractor
- l) We have considered internal plaster height as 3.5m maximum in our quote. If the plaster height is more than 3.5m then the rates shall be additional

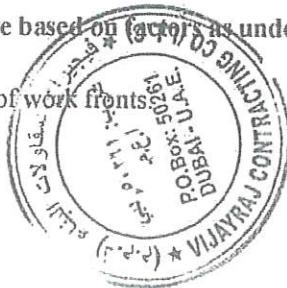
Refer 15 Appendix 2
Clarification Schedule

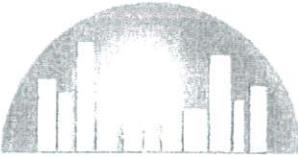




- m) All Plaster corner beads and stopper beads will be galvanised mild steel for internal and stainless steel for external in factory supplied galvanised & SS finish only no allowance made for colour matching of the accessories.
 - n) Rib lath, sealer coat required if any on plaster are excluded
 - o) Main-contractor shall provide the following services at free of cost
 - i) Site offices for the VCC staff
 - ii) Clear and uninterrupted access to all parts of site for works
 - iii) Power, Water, Drainage and Sewage facilities for works, Site office, and laydown areas are to be provided free of cost within five-meter distance from working area as per the schedule of programme and requirement.
 - iv) Access roads to site for all material transport etc.
 - v) Vertical transportation for man and material (passenger hoist & material hoist / crane) including operator and all associated running and maintenance costs shall be provided free of cost as per the schedule of programme and requirement.
 - vi) Scaffoldings up to 3m VCC Scope and above 3m Main Contractor Scope.
 - vii) Erection & dismantling of scaffolding to be in the scope of main contractor
 - viii) Lighting arrangement for works including cables, switches, and bulbs.
 - ix) External scaffolding or cradles for external plaster works
- 3) Duration:
- p) Duration & programme of works to be agreed
 - q) Date of commencement shall be from the date of receipt of Signed Contract, NOC from local authorities for commencement of construction if required, clear site access, and advance payment - whichever is later.
 - r) Any delays in obtaining the authority/Main-Contractor approvals and variations shall be at extra time and associated costs.
 - s) Completion of the works considered as the substantial completion and time taken for the authorities for permanent service connections, completion certificate from authorities and other related works shall be excluded from duration.
- 4) Exclusions & Considerations:
- t) Any works/items not priced or mentioned as N/A in BOQ are excluded from quoted price.
 - u) Sealant not considered in any types of joints.
 - v) Fire reinforcement if required in base coat.
 - w) Any comments or additional requirements from AUH, or any other authority at any stage after award, during the final inspection and approval to obtain completion certificate shall be a variation to the works.
 - x) Dubbing coat to all types of plaster is excluded from our price.
- 5) Price:
- As Per attached BOQ the rates quoted in BOQ are based on factors as under.
- a) A left-over scope.
 - b) Will be piece meal work on the continuity of work fronts.

Refer 16 Appendix 2
Classification Schedule





- c) Huge time loss in movement of men & machinery (Logistics) there by seriously impacting daily output.
 - d) Bits & Pieces of repair on plaster which cannot be measured in any units hence has to be in built in rates quoted in BOQ.
 - e) Areas not inspected hence rates arrived are on assumption.
 - f) Every like hood of no plaster fronts available on daily basis resulting in ideal manpower and revenue loss.
 - g) Except for deposits related to VCC awarded works, all other deposits for concerned authorities, fees for building permit, Green building Consultant fees / deposits, connection charges / deposits for all permanent services, no direct and indirect taxes including VAT are excluded from the price.
- All the above factories result in daily output dropping to only 30% 40% of daily budgeted & takeover target output

6) Payment Terms:

- a) Advance payable is 10% of the VCC contract value.
- b) All interim payment certificates to be issued within 15 days of submission of the Monthly invoice.
- c) All interim progress payments shall be made within but not later than 30 days from the date of submission of invoice.
- d) Any delay in payments/receivables will call for stoppage of works without notice. No penalties or back charges in this regard will be applicable.
- e) No performance bond is considered & No tender bond is considered
- f) 15% shall be paid as overhead & profit on substantiated costs for all variations & additional provisional sums other than in BOQ.
- g) If Employer choose to delete part of the works or award to another agency, 20% of such works value shall be paid towards contractor's establishment charges, supervision & loss of profit on the deleted scope of works.
- h) Delay penalties / damages shall be limited to 10% of the Contract value excluding provisional sums and completed works.
- i) No retention is applicable.

7) Validity of Offer:

- a) 30 days from date of this offer letter

We once again thank you for this opportunity and look forward to receipt of your favourable instruction. Should you require any further clarification; please do not hesitate to contact the undersigned.

Thanking You

For Vijayraj Contracting Co. LLC

R.V. Ramgopal
Director



BILL OF QUANTITIES - INTERNAL PLASTERING					
Item	Description	Quantity	Unit	Rate	Amount
A	Cement and sand plaster 15mm thick to block or concrete walls and columns all as specified and as shown on drawings, material approval etc	3,750.00	m2	55.00	206,250.00
					-
	Total Amount [AED]				206,250.00





From: admin . <admin@vijayrajuae.com>
Sent: 21 May 2022 10:24
To: Mithun Vallar Veetil
Cc: SUMEDH ANIL DUBEY; R. V. Ramgopal; Ranendra .
Subject: Re: Dorchester Hotel & Residences - Internal Plastering works Enquiry
Attachments: KCE- Offer Dorchester Hotel -R1.pdf

Dear Mithun,

Good Morning!

Please download the PQ & Submittal for commix plaster material as desired. Hard copies will also be provided, if needed.

PQ - VIJAYRAJ.pdf and 1 more file

Thanks & Regards,

Princia
Vijayraj Contracting Co.LLC,
MOB:+971556022305
Tel : +971 4224 6575



On Wednesday, May 18, 2022, 02:41:10 PM GMT+4, admin . <admin@vijayrajuae.com> wrote:

Dear Mithun,

Good Afternoon!

Thanks for your email. We have taken all the factors into consideration and provided you the best revised offer.

Please let us know if you have any other queries, looking forward to hearing from you.

Thanks & Regards,

Princia
Vijayraj Contracting Co.LLC,
MOB:+971556022305
Tel : +971 4224 6575



On Wednesday, May 18, 2022, 09:38:21 AM GMT+4, Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae> wrote:

Ref: 201A22002/K100/KD/SK/0026
Vijayraj Contracting Co LLC
P.O. Box 50261
Dubai
United Arab Emirates
Tel No. 04 224 6575

24th May 2022

Email. ramgopal@eim.ae

Attn; Mr.Ramgopal, Director

Dear Sir,

Dorchester Hotel & Residences

Internal Wall Plastering Works - Post Tender Meeting

Further to the meetings held at our site offices on 20th May 2022, we enclose herewith for your information and further action the following;

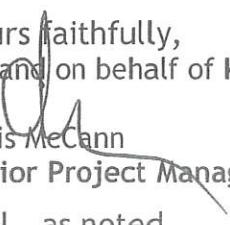
- | | |
|--|------------|
| 1. Minutes of Kick off meeting | (13 pages) |
| 2. Relevant Correspondence | (15 pages) |
| 3. Tender Clarification / Trade Check list | (4 pages) |
| 4. K5 Summary of Requirements | (3 pages) |
| 5. Bill of Quantities | (1 page) |

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

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

Thank you for your attention.

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


Chris McCann
Senior Project Manager

Encl. as noted



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Subcontractor (SC):	Vijayraj Contracting Co LLC	Meeting Date:	24.05.22

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

SCOPE OF WORK:

Subcontract work for supply & application of Internal wall plaster works, all in accordance with the Subcontract documents, drawings, specifications and Bill of Quantities.

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name: Address: Tel No.	Vijayraj Contracting Co LLC P.O Box 50261 Dubai, UAE 04 224 6575	Name: Address: Tel No.	Khansaheb Civil Engineering LLC P.O.Box 2716 Dubai, UAE 04 605 7200

NAME (SC)		DESIGNATION	NAME (KCE)		DESIGNATION
Present:	Ramgopal	Director	Present:	Shivakumaran Anil Kumar Mithun	Site Agent 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:	Ramgopal
Position:	Director
Mobile No:	050 624 7906
Email:	ramgopal@eim.ae

Correspondence:

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

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

KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
2.0	Commercial Sufficiency		
2.1	Khansaheb Tender Enquiry		
	<p>SC confirmed receipt of KCE tender Enquiry: Reference: KCE letter ref.201A22001/K100/KD/SK/MV/0005 Dated: 10.05.22</p> <p>Further communication is listed in the Schedule of Relevant Correspondence attached in Appendix No. 1 of these minutes.</p>		
2.2	Validity of the Subcontractor's Tender		
2.2.1	The SC confirmed its tender reference dated 18-May-22 remained valid until 17-Jun-22	VCC/SD/KCE/QUOTE/PL/R1/22	
2.2.2	SC confirmed its tender price as:	AED 206,250.00	
2.2.3	SC confirmed its tender price was:		
	Subject to Remeasurement		
	Fixed Price		
2.2.4	SC confirmed that its rates and prices are fixed until: Issuance of the Performance Certificate		
2.2.5	SC confirmed that after discount its final offer is: AED 206,250.00		
2.3	Insurance, Bonds & Warranties		
2.3.1	SC confirmed that an Advance Payment would not be required	<input checked="" type="checkbox"/> Yes	
2.3.2	KCE and SC agreed that the Advance Payment would be N/A % of the Subcontract price.	N/A	% of the
2.3.3	The Advance Payment will be recovered at N/A % of the gross amount certified to the SC in interim payment certificates, until the advance payment has been fully recovered.	N/A	% of the gross amount certified to the SC in interim payment certificates, until the advance payment has been fully recovered.
2.3.4	KCE and SC agreed that a Performance Bond would be N/A of the Subcontract price	N/A	of the Subcontract price



KHANSAHEB CIVIL ENGINEERING LLC
 SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
2.3	Insurance, Bonds & Warranties continued		
2.3.5	SC confirmed that their tender included the provision of all warranties and guarantees required by the tender document and to satisfy the Employer's Requirements. Where a warranty or guarantee for a particular item is not clear from the tender documentation, the SC agreed to obtain the maximum warranty / guarantee available from the specified suppliers.		
2.3.6	SC agreed to provide a Collateral Warranty if required	No	
2.3.7	The SC confirmed and agreed that the cost of supplying the above bonds and warranties is included in their Subcontract price and that failure to provide them will result in interim payments being withheld.		
2.3.8	KCE and SC agreed that the following insurances are to be provided: Workmen's Compensation <input type="checkbox"/> S/C Plant & Equipment <input type="checkbox"/> S/C Professional Indemnity <input type="checkbox"/> N/A CAR / Third Party <input type="checkbox"/> Employer		
2.3.9	The SC agreed to provide copies of their up to date policies and confirmed that if any insurances expire during the currency of the Project, the Subcontractor is to provide evidence of renewal.		
2.4	Valuation & Payment		
2.4.1	KCE and SC agreed that valuations are to be submitted on: <input type="checkbox"/> 30th of each month		
	KCE confirmed that payment would be made within <input type="checkbox"/> 45 days from the month end in which the SC's invoice was submitted		
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: <input type="checkbox"/> On receipt of the Taking Over Certificate for the Main Contract works		
2.4.4	The Balance of retention release will occur: <input type="checkbox"/> 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 <input type="checkbox"/> the corresponding payment from the Employer		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date			
2.4	Valuation & Payment continued					
2.4.6	If the SC fails to comply with the agreed programme (section 6) then Liquidated Damages / Penalties for the whole of the Works and any section, where applicable, will be applied in line with the amounts under the Main Contract.	See continuation sheet				
2.4.7	KCE and SC agreed that the Defect Liability Period would be: <table border="1"><tr><td>365</td><td>days</td><td>from date of Taking over certificate</td></tr></table>	365	days	from date of Taking over certificate		
365	days	from date of Taking over certificate				
	Further commercial terms were recorded in the continuation sheets: <input checked="" type="checkbox"/> Yes					
2.5	Conditions of Contract					
2.5.1	Main Contract Project Description: All outstanding Works required to bring the Project known as the Dorchester Hotel & Residences to completion					
2.5.2	Form of Contract: <table border="1"><tr><td>FIDIC first ed. 1999 Red Book as amended by Particular Conditions (see continuation sheet)</td></tr></table>	FIDIC first ed. 1999 Red Book as amended by Particular Conditions (see continuation sheet)				
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: <table border="1"><tr><td>KCE Minor Works order</td></tr></table>	KCE Minor Works order				
KCE 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: <table border="1"><tr><td>Appendix 2 Clarification schedule</td></tr></table>	Appendix 2 Clarification schedule				
Appendix 2 Clarification schedule						
2.5.8	KCE and SC confirmed their responsibility for the provision of certain attendances / facilities by reviewing the K5 form. <table border="1"><tr><td>The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting</td></tr></table>	The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting				
The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting						



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
3.0	Design		
3.1	The following design responsibilities were identified as being the responsibility of the SC (if none state none): None		
3.2	The following temporary works design responsibilities were identified as being the responsibility of the SC (if none state none): None		
3.3	The SC confirmed that his design, will be in accordance with the Tender and Main Contract documents and all design obligations shown and / or described therein are included.		
3.4	SC confirmed that it has sufficient and competent design resource available to deliver the above design responsibilities for this project.		
3.5	SC confirmed that his tender is fully compliant with all applicable Building Standards, Statutory Authority Regulations, Civil Defence and Municipality requirements etc.		
3.6	SC confirmed that he has included for the provision of shop drawings: Not Applicable		
3.7	SC agreed to provide all necessary as-built information and records: Not Applicable		
3.8	SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals: Not Applicable		
3.9	KCE confirmed and SC agreed that for the purposes of payment, unless the as-built details / O & M manuals and any other close out documentation to be provided by the SC are in compliance with the Subcontract, that KCE may withhold payments.		



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



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

Item	Action by	Date	
5	Technical Sufficiency continued		
5.2	KCE and SC reviewed the KCE Trade Checklist: If yes, the following pertinent points were identified: Please refer appendix 2	Yes	
5.3	Further minutes were recorded in the continuation sheets: SC summarised what innovation, construction and material alternative options can be offered with potential cost savings: Not Applicable	Yes	
6.0	Programme		
6.1	KCE confirmed that the site working hours are: Sunday to Thursday Friday Saturday	7am - 5pm 7am - 5pm Closed	
	If the SC wishes to work outside the above hours then permission must be requested / obtained from KCE's Project Manager in writing with 24 hours notice. Additional supervision / attendance cost incurred by KCE as a consequence will be charged to the SC's account.		
6.2	The SC confirmed that the Subcontract works will be carried out in accordance with the durations and sequence indicated in KCE programme reference: SC to Co-ordinate with KCE Site team & agree the dates		
	A copy of which has been enclosed within Appendix 4	No	
6.3	SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same.	No	N/A



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
6.0	Programme continued		
6.4	SC confirmed that it was fully able to resource the works, including all necessary management, supervision, labour and plant in order to meet the requirements of the project and programme.		
6.5	SC confirmed that it would submit a detailed programme for approval within: 7 days from receipt of an LOI.		
6.6	SC confirmed that it would submit a resource histogram for labour & plant within: 7 days from receipt of an LOI.		
6.7	SC confirmed that it would submit procurement / submittal / shop drawing / information release schedules within: 7 days from receipt of an LOI. SC is to ensure that all schedules are comprehensive and that information is requested / submitted in time to meet the requirements of the above referenced programme.		
6.8	SC confirmed that it would commence the production of shop / design drawings on receipt of the IFC drawings from KCE.		
6.9	SC agreed to provide a comprehensive schedule of long lead items for KCE's review including all documentation to evidence that all suppliers / manufacturers are working toward the agreed programme dates: N/A S/C Confirmed no long lead in items		
6.10	KCE advised the SC of other critical interfaces or factors affecting the programme and the SC agreed to co-ordinate their works with other Subcontractor trades: Ceiling 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><input type="checkbox"/> 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 & 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:		
	Day Daily Time 7am		
	KCE confirmed and SC agreed that should their persons fail to attend the above induction then they must leave site and return for the next available induction. All cost associated with this will be the responsibility of the SC.		
8.9	SC confirmed that it would provide weekly tool box talks to its operatives along with daily briefings on the methodology and controls required to complete the works From time to time KCE may request the SC to carry out a tool box talk on a specific subject matter. The SC agreed to comply with any such request.		
8.10	The SC confirmed that the below named person would be their Safety Officer(s) on the project and confirmed that this person held the following qualifications: Name to be advised Qualifications to be advised Note: minimum requirement of NEEBOSH qualification. Alternatives qualifications will be subject to prior approval from KCE Safety Department		
	SC agreed that the above named person would be on site full time during the execution of the works.		
	SC agreed to comply with the DM code of construction safety practice as a minimum, ensuring that the required attendance & qualifications of its Safety Officers are met.		
	SC agreed to provide a copy of its proposed Safety Officers CV for KCE's review and approval. Dependant on the number of operatives the SC has on site the number of Safety Officers required may increase as described in the DM code. The SC agreed to promptly provide further names and CV's of any additional Safety Officers required, for KCE's prior approval.		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
8.11	KCE confirmed that the OSP19 Disciplinary Action Procedure for safety violations would be incorporated into the Subcontract. Any fines will be deducted from interim payments due to the SC.		
8.12	KCE explained the key details of the project safety plan as outlined below and the SC confirmed its understanding: A full copy of the Project HSE Plan & logistics plan is available for the SC to inspect / review		
8.13	KCE explained the key details of its Sustainability's policy and confirmed its commitments to a sustainable construction.		
8.14	SC confirmed its commitment to sustainability in line with KCE's policy and outlined some of the sustainability initiatives it was currently undertaking: Yes		
8.15	SC agreed to comply with KCE's Quality plan and QA procedures currently in force, a copy of which is available on site for the SC to review.		
8.16	SC agreed to provide compliance certificates for all workmanship, materials, plant & equipment supplied for the Project and agreed to provide an inspection & test plan prior to commencing the works on site, to which the plan relates.		
9.0	Further Matters		
9.1	Further matters raised by KCE / SC are recorded on the continuation sheets attached. Yes		
10.0	Intention to Subcontract		
10.1	KCE having considered the SC tender and the SC representations during this meeting advised that the following option as described below will be taken: <input type="checkbox"/> Option 1: KCE stated that other Subcontract tenders are under consideration and will contact the SC in the near future. <input checked="" type="checkbox"/> Option 2: KCE stated its intention to proceed to complete a Subcontract agreement. <input type="checkbox"/> Option 3: KCE requested that the SC provide further and better particulars as identified in these minutes to enable evaluation of the SC tender to be completed. <input type="checkbox"/> Option 4: KCE will not proceed further on this occasion.		



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	Statement of Agreement		
11.1	These minutes together with the below referenced attachments are issued 'subject to contract' but are agreed and accepted to be a complete and accurate record of discussions and as such may form part of a future Subcontract agreement and then be binding on the parties. In the event that they are not issued immediately after the meeting, the SC is requested to return them to KCE within 5 calendar days of receipt having previously raised and agreed with KCE's representative below any matter that will reasonably require amendment.		
11.2	Signed for Khansaheb: Name (print): Mithun Signature: 	Date: 24.05.22	
11.3	Signed for SC: Name (print): Signature:	Date:	
12.0	Attachments		
12.1	No. of continuation pages	<input type="checkbox"/> 1	
12.2	Appendix 1 - Relevant Correspondence	<input type="checkbox"/> Yes	
12.3	Appendix 2 - Tender Clarification Schedule / hand marked copy of SC tender TRAAC CHECK LIST	<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	<p>Minute</p> <p>Continuation Sheets</p> <p>2.4.6 The daily rate for Liquidated Damages / Penalties will be 0.1% of the Subcontract Sum / calendar day limited to 10% of the Subcontract Sum.</p> <p>General:</p> <p>1 The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements</p> <p>2 KCE advised that storage space on site if restricted and so all materials are to be delivered on a 'just in time' basis. Material are to be delivered in sequence and are to be lifted & fixed directly into place upon delivery.</p> <p>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.</p> <p>4 The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works</p> <p>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</p> <p>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</p>	Action by	Date





APPENDIX 1
SCHEDULE OF RELEVANT CORRESPONDENCE



KHANSAHEB CIVIL ENGINEERING LLC

SUBCONTRACTOR'S POST TENDER REVIEW MEETING

APPENDIX 1

SCHEDULE OF RELEVANT CORRESPONDENCE

Vijayraj Contracting Co LLC

No.	Subject	Reference	Date
1	Dorchester- Enquiry- Internal plastering	KCE(Mithun) email, 13:58 enclosed; KCE letter ref. 201A22002/K100/KD/SK/MV/0005 & Tender documents	10.05.22 10.05.22
2	- ditto -	KCE(Mithun) email, 09:37am	18.05.22
3	Subcontractor Quote	Vijayraj email, 10:24 Quote ref. VCC/SD/KCE/QUOTE/PL/R1/22	21.05.22 18.05.22
4	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K100/KD/SK/0026	24.05.22





APPENDIX 2
TENDER CLARIFICATION SCHEDULE/ TRADE CHECK LIST



Ref	Clarification / Qualification - Vijayraj Quote ref.VCC/SD/KCE/QUOTE/PL/R1/22 dated 18.05.22	KCE Response 20.05.22	Final Agreement dated 20.05.22
1 a	Documents Referred: Package containing BOQ.	Noted	Agreed
a	Clarifications: All works are priced based on quantities in the issued BOQ. Scope of Works shall be limited to quantities priced in the BOQ only. Anything additional required for completion during course of works shall be variation to the Contract.	Remeasured Contract, as per the approved shop drawing / As built dwgs	Agreed
b	VCC shall be allowed to work late hours / late shifts / night shifts and holidays without any additional costs to VCC.	Noted, VCC to comply with Programme / Project requirements	Agreed
c	All the required permits and approvals from authorities / Consultants / Clients shall be obtained by Main-Contractor.	Noted, VCC to comply with Programme / Project requirements	Agreed
d	VCC shall be allowed to propose alternate makes, suppliers and sub-contractors to their choice in compliance to the performance specifications in-order to complete works.	Subject to Engineers approval	Agreed
e	All the warranties shall be as provided by the manufacturer or supplier.	Noted, Material warranty by manufacturer / supplier. Workmanship warranty by VCC	Agreed
f	All test certificates shall be as provided by the manufacturers conducted at their factory. No third-party testing considered in our offer price except pull out test on site.	Noted	Agreed
g	We had considered to handover the surface within the tolerance levels for flatness specified in BS Codes for the particular use.	Noted, shall be as per Specification & Engineers approval	Agreed
h	No chipping and making good of the substrata considered in our price.	Cutting & chasing by KCE and filling by Vijayraj	Agreed
i	We have priced for the plaster 15 mm thickness and Screed Without considering BRC Mesh.	VCC price including Plaster thickness of 15mm + 5mm tolerance	Agreed
j	Any extra thickness other than the mentioned in BOQ will be at extra cost	Refer to reponse to item i	Agreed
k	Curing to be in the scope of main contractor	Curing by VCC	Agreed
l	We have considered internal plaster height as 3.5m maximum in our quote. If the plaster height is more than 3.5m then the rates shall be additional.	Not Agreed, Plastering to any height is covered within the Rate	Agreed
m	All Plaster corner beads and stopper beads will be galvanised mild steel for internal and stainless steel for external in factory supplied galvanised & SS finish only no allowance made for colour matching of the accessories.	Noted, shall be complied with Material Approvals	Agreed
n	Rib lath, sealer coat required if any on plaster are excluded	Noted	Agreed
o	Main-contractor shall provide the following services at free of cost	Refer to K5	Agreed
i)	Site offices for the VCC staff	Not applicable	Agreed
ii)	Clear and uninterrupted access to all parts of site for works	VCC to Coordinate with KCE operations team	Agreed
iii)	Power, Water, Drainage and Sewage facilities for works, Site office, and laydown areas are to be provided free of cost within five-meter distance from working area as per the schedule of programme and requirement.	Power / water / Site office refer to K5 KCE will provide the material at every floors lift lobby and horizontal movement to work face by VCC	Agreed
iv)	Access roads to site for all material transport etc.	Material to be stored in Basement and access shall be coordinated with site team	Agreed
v)	Vertical transportation for man and material (passenger hoist & material hoist / crane) including operator and all associated running and maintenance costs shall be provided free of cost as per the schedule of programme and requirement.	Vertical transportation of materials by KCE & all horizontal transportation of material by VCC	Agreed
vi)	Scaffoldings up to 3m VCC Scope and above 3m Main Contractor Scope.	Refer to K6	Agreed
vii)	Erection & dismantling of scaffolding to be in the scope of main contractor	Not Applicable	Agreed
viii)	Lighting arrangement for works including cables, switches, and bulbs.	Khansaheb Civil Engineering L.L.C.	Agreed
ix)	External scaffolding or cradles for external plaster works	Page 1 of 1	Agreed

Ref	Clarification / Qualification - Vijayraj Quote ref.VCC/SD/KCE/QUOTE/PL/R1/22 dated 18.05.22	KCE Response 20.05.22	Final Agreement dated 20.05.22
3	Duration:		
p	Duration & programme of works to be agreed		
q	Date of commencement shall be from the date of receipt of Signed Contract, NOC from local authorities for commencement of construction if required, clear site access, and advance payment whichever is later.	VCC to commence the works upon receipt of KCE confirmation and shall be follow Main contract programme	Agreed
r	Any delays in obtaining the authority/Main-Contractor approvals and variations shall be at extra time and associated costs.	Not Applicable	Agreed
s	Completion of the works considered as the substantial completion and time taken for the authorities for permanent service connections, completion certificate from authorities and other related works shall be excluded form duration.	Completion of project shall be as per Main contract	Agreed
4	Exclusions & Considerations:		
t	Any works/items not priced or mentioned as NIA in BOQ are excluded from quoted price.	Not Applicable	Agreed
u	Sealant not considered in any types of joints.	Noted, Agreed	Agreed
v	Fire reinforcement if required in base coat.	Not Applicable	Agreed
w	Any comments or additional requirements from AUH, or any other authority at any stage after award, during the final inspection and approval to obtain completion certificate shall be a variation to the works	Not Applicable	Agreed
x	Dubbing coat to all types of plaster is excluded from our price.	Bond rush coat included in VCC scope	Agreed
5	Price :		
a	As Per attached BOQ the rates quoted in BOQ are A left-over scope.	Noted	Agreed
b	Will be piece meal work on the continuity of work fronts	Noted	Agreed
c	Huge time loss in movement of men & machinery (Logistics) there by seriously impacting daily output.	Noted	Agreed
d	Bits & Pieces of repair on plaster which cannot be measured in any units hence has to be in built in rates quoted in BOQ.	Noted	Agreed
e	Areas not inspected hence rates arrived are on assumption.	KCE explained the Scope of works to Subcontractor	Agreed
f	Every like hood of no plaster fronts available on daily basis resulting in ideal manpower and revenue loss.	VCC considered all risks within the Rate	Agreed
g	Except for deposits related to VCC awarded works, all other deposits for concerned authorities, fees for building permit, Green building Consultant fees / deposits, connection charges/ deposits for all permanent services, no direct and indirect taxes including VAT are excluded from the price.	Noted	Agreed
	All the above factories result in daily output dropping to only 30% 40% of daily budgeted & takeover target output	VCC considered all risks within the Rate	Agreed
6.0	Payment Terms:		
a	Advance payable is 10% of the VCC contract value.	Not Applicable	Agreed
b	All interim payment certificates to be issued within 15 days of submission of the Monthly invoice.	KCE will issue the payment Certificate everymonth upon receipt of Payment Certificate VCC to submit the Tax invoice	Agreed
c	All interim progress payments shall be made within but not later than 30 days from the date of submission of invoice.	45days from the monthend in which invoice was submitted	Agreed
d	Any delay in payments/receivables will call for stoppage of works without notice. No penalties or back charges in this regard will be applicable.	Shall deal as per Subcontract terms & conditions	Agreed
e	No performance bond is considered & No tender bond is considered	Noted	Agreed
f	15% shall be paid as overhead & profit on substantiated costs for all variations & additional provisional sums other than in BOQ.	10% shall be considered as OH&P for Variation new rates	Agreed



Ref	Clarification / Qualification - Vijayraj Quote ref.VCC/SD/KCE/QUOTE/PL/R1/22 dated 18.05.22	KCE Response 20.05.22	Final Agreement dated 20.05.22
g	If Employer choose to delete part of the works or award to another agency, 20% of such works value shall be paid towards contractor's establishment charges, supervision & loss of profit on the deleted scope of works.	Not Agreed, VCC are well aware on the Project.	Agreed
h	Delay penalties / damages shall be limited to 10% of the Contract value excluding provisional sums and completed works.	Shall as per Subcontract terms & conditions, refer to PTR meeting minutes.	Agreed
i	No retention is applicable.	10% Retention Applicable	Agreed
7	Validity of Offer:		
a	30 days from date of this offer letter	Validity of quote shall be until order placed	Agreed





**Commercial Trade Checklist for Plastering and
Floor Screeds**

Form: TC-26
Rev: 0

Project Title:	Dorchester Hotel & Residences	Contract No.:	201A22002
Subcontractor:	Vijayaraj Contracting Co. LLC	Date:	25.05.2022
No	Item	Comments	
Plasterwork			
1.	If movement joints are not shown on the specification or drawings then confirm that the subcontractor will provide these as per the relevant standard.	Id required, by SC and included within the Rate.	
2.	Agree that all plaster should extend 100mm beyond the above suspended ceiling/raised floor lines (to allow for fixing edge trims etc) unless otherwise shown on drawings and specifications as full height.	Agreed by SC	
3.	Confirm that the subcontractor will check the background and confirm in writing that it is acceptable prior to starting work.	Confirmed by SC	
4.	Agree who will survey the walls prior to application so that if additional thicknesses are required, they cannot be disputed (extra thickness should be charged to block layer).	SC to verify and notify with proper details if any additional thickness is required.	
5.	Confirm that all beading (stainless steel may be required) etc. will be included by subcontractor.	Beads included in SC scope as per specification	
6.	Agree cleaning up included.	Included for SC scope of works	
7.	Agree tolerances at doorframes openings etc. Will grounds and temporary frames be used?	Tolerance agreed as + 5mm	
Screeding			
8.	Check that the specification notes screed thickness i.e. max and min.		
9.	Check that the subcontractor has allowed for any testing requirements stated in the specification.		
10.	Check to see that all movement joints are fully set out by the Engineer. Check that the subcontractor has allowed for these.		
11.	Check that the specification notes the reinforcement requirements (laps and depths).		
12.	Confirm who will protect the screed after being laid.		
13.	Check if formwork is required if screeding in stair areas and, if so, who provides it		
14.	Confirm mixing areas, storage, off-loading and material movement.		
15.	Subcontractor must submit As-Built Drawings, O&M Manuals and all required Guarantees & Warrantees by a date agreed during the post tender review meeting.		





APPENDIX 3
K05 SUMMARY OF ATTENDANCES & FACILITIES

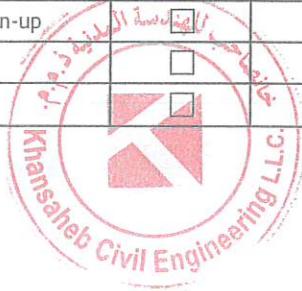


APPENDIX - 3: SUMMARY OF ATTENDANCES & FACILITIES

K05

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

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



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



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



KHANSAHEB CIVIL ENGINEERING L.L.C.
CONSTRUCTION DIVISION



BILL OF QUANTITIES

CONTRACT NAME: Dorchester Hotel & Residences **Date :** 24.05.22

CONTRACT NO : 201A22002

SUBCONTRACTOR: Vijayraj Contracting Co LLC



SUBCONTRACT : GENERAL TERMS AND CONDITIONS

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



(iv) In the event of this Subcontract being terminated under Clause 21(i)a., b., c., or d. the Subcontractor shall be entitled to payment of the unpaid balance of Subcontract Works executed and materials delivered to site, adjusted by:

- a. any increased cost to the Main Contractor in the completion of the Subcontractor Works; and
- b. 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:

- a. 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;
- b. all applicable laws and regulations relating to anti-bribery and anti-corruption; and
- c. 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:

- a. its responses to the Contractor's due diligence questionnaires are complete and accurate; and
- b. 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:

- a. 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.
- b. 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.

