

Ref: 201A22002/K100/SK/qa/0115

15<sup>th</sup> September 2022

Hygienic Solutions Chemical Trading LLC  
P.O. Box 126886,  
Abu Dhabi,  
United Arab Emirates,  
Tel No. 02 884 5673

Email. [info@hygienicmmaresins.com](mailto:info@hygienicmmaresins.com)

Attn; Mr. Thomas Baury - Manager

Dear Sir,

**Dorchester Hotel & Residences  
Kitchen Floor Finishes - Post Tender Meeting**

Further to the discussion on 09<sup>th</sup> September 2022, we enclose herewith for your information and further action the following;

- |                                |            |
|--------------------------------|------------|
| 1. Minutes of Kick off meeting | (13 pages) |
| 2. Relevant Correspondence     | (1 page)   |
| 3. Hand Amended Quote          | (4 pages)  |
| 4. Commercial Trade Checklist  | (1 page)   |
| 5. K5 Summary of Requirements  | (3 pages)  |
| 6. Bill of Quantities          | (1 pages)  |

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

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

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

Chris McCann  
Senior Project Manager

Encl. as noted



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

Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
Subcontractor (SC):	Hygienic Solutions Chemical Trading LLC	Meeting Date:	09.09.22

**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:**

Supply and application of MMA resin flooring to kitchen areas

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name:	Hygienic Solutions Chemical Trading LLC	Name:	Khansaheb Civil Engineering LLC
Address:	P.O Box 126 886 Abu Dhabi, UAE	Address:	P.O.Box 2716 Dubai, UAE
Tel No.	02 884 5673	Tel No.	04 605 7200

NAME (SC)		DESIGNATION	NAME (KCE)		DESIGNATION
Present:	Thomas Baury	Manager	Present:	Saman Kulsooriya Riyaz Mohammed	Sr. Quantity Surveyor Senior Site Engineer

**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:	Thomas Baury
Position:	Manager
Mobile No:	058-545 0014
Email:	info@hygienicmmaresins.com

**Correspondence:**

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

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



Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
Item	Minute	Action by	Date
2.0	Commercial Sufficiency		
2.1	Khansaheb Tender Enquiry  SC confirmed receipt of KCE tender Enquiry: Reference: KCE (Kevin) email at 10:53 am Dated: 22.08.22  Further communication is listed in the Schedule of Relevant Correspondence attached in Appendix No. 1 of these minutes.		
2.2	Validity of the Subcontractor's Tender		
2.2.1	The SC confirmed its tender reference dated 2-Sep-22 remained valid until	HS email, 14.22 P.M. 2-Oct-22	
2.2.2	SC confirmed its tender price as:	AED 474,794.00	
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 474,794.00		
2.3	Insurance, Bonds & Warranties		
2.3.1	SC confirmed that an Advance Payment would not be required	No	
2.3.2	KCE and SC agreed that the Advance Payment would be 40% of the Subcontract price.		Against Self Leveling
2.3.3	The Advance Payment will be recovered at 40% of the gross amount certified to the SC in interim payment certificates, until the advance payment has been fully recovered.		( Self Leveling )
2.3.4	KCE and SC agreed that a Performance Bond would be 10% of the Subcontract price		See Continuation page



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

Contract: Dorchester Hotel &amp; Residences

Contract No: 201A22002

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



Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
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Item	Minute	Action by	Date			
2.4	Valuation & Payment continued					
2.4.6	If the SC fails to comply with the agreed programme (section 6) then Liquidated Damages / Penalties for the whole of the Works and any section, where applicable, will be applied in line with the amounts under the Main Contract.		See continuation page			
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	<b>Main Contract</b> Project Description: The completion of the building and finishes, including remedying and defects, for the plot 18 (Dorchester) project at Plot BB.B03.018					
2.5.2	Form of Contract: <b>FIDIC Conditions of Contract for Construction (for Building &amp; Eng. designed by Emp.), 1st Ed '99 (Red Book)</b>					
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.					
	<b>Subcontract</b>					
2.5.6	Form of Subcontract: <b>FIDIC 2011 Subcontract as amended by Particular Conditions</b>					
2.5.7	KCE and SC agreed that the Subcontractor's tender qualifications, exclusions, attendances, terms and conditions are superseded by the amendments / agreements made in:					
	Appendix 2 Clarification schedule					
2.5.8	KCE and SC confirmed their responsibility for the provision of certain attendances / facilities by reviewing the K5 form. The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting					



KHANSAHEB CIVIL ENGINEERING LLC  
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
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:  Yes		
3.7	SC agreed to provide all necessary as-built information and records:  Yes		
3.8	SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals:  Yes		
3.9	KCE confirmed and SC agreed that for the purposes of payment, unless the as-built details / O & M manuals and any other close out documentation to be provided by the SC are in compliance with the Subcontract, that KCE may withhold payments.		



Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
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Item	Minute	Action by	Date								
4.0	Change Management										
4.1	<p>KCE confirmed and SC agreed that payment for additional work will not be made without prior written instruction from the following named persons:</p> <table> <thead> <tr> <th>Title</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Chris McCann</td> </tr> <tr> <td>Senior Quantity Surveyor</td> <td>Saman Kulsooriya</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Title	Name	Project Manager	Chris McCann	Senior Quantity Surveyor	Saman Kulsooriya				
Title	Name										
Project Manager	Chris McCann										
Senior Quantity Surveyor	Saman Kulsooriya										
4.2	<p>KCE and SC agreed that the valuation of works on a daywork basis: <span style="border: 1px solid black; padding: 2px;">will not be</span> permitted on this contract.</p> <p>If permissible KCE and SC agreed that the rules of 4.1 above would apply and the SC would submit comprehensive record sheets within 24 hours of the work being carried out.</p>										
4.3	The SC agreed to promptly advise KCE, in writing, of the impact that any instruction may have on the Subcontract works and to comply with the requirements of the Subcontract in all cases.										
4.4	Instructions issued by the Client / Consultants direct to the Subcontractor should not be acted on, unless relating to H&S matters. The SC agreed to notify KCE in writing about any instruction issued by the client.										
4.5	SC agreed to proceed with all instructions issued by the above named persons, including cases where the value has not been agreed.										
5.0	Technical Sufficiency										
5.1	<p>SC stated that its tender was technically fully compliant with the tender enquiry documents including but not limited to specifications, drawings, BOQ etc. and all applicable Building Standards / Statutory Authority Regulations, including Civil Defence and Municipality requirements etc. current at the date of its tender.</p> <p><span style="border: 1px solid black; padding: 2px;">Yes</span></p> <p>If no, the variance were identified as; [refer to appendix 2 for a complete list of clarifications / agreements]</p>										



Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
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Item	Minute	Action by	Date									
5	Technical Sufficiency continued											
5.2	<p>KCE and SC reviewed the KCE Trade Checklist:</p> <p>If yes, the following pertinent points were identified: Refer to enclosed Trade Checklist</p>	Yes										
	Further minutes were recorded in the continuation sheets:	No										
5.3	<p>SC summarised what innovation, construction and material alternative options can be offered with potential cost savings:</p> <p>Not Applicable</p>											
6.0	Programme											
6.1	<p>KCE confirmed that the site working hours are:</p> <table> <tr> <td>Sunday to Thursday</td> <td>07.00 - 17.00</td> <td>Monday to Saturday</td> </tr> <tr> <td>Friday</td> <td>07.00 - 17.00</td> <td></td> </tr> <tr> <td>Saturday</td> <td></td> <td>Sunday Closed</td> </tr> </table> <p>If the SC wishes to work outside the above hours then permission must be requested / obtained from KCE's Project Manager in writing with 24 hours notice. Additional supervision / attendance cost incurred by KCE as a consequence will be charged to the SC's account.</p>	Sunday to Thursday	07.00 - 17.00	Monday to Saturday	Friday	07.00 - 17.00		Saturday		Sunday Closed		
Sunday to Thursday	07.00 - 17.00	Monday to Saturday										
Friday	07.00 - 17.00											
Saturday		Sunday Closed										
6.2	<p>The SC confirmed that the Subcontract works will be carried out in accordance with the durations and sequence indicated in KCE programme reference:</p> <p>SC to complete works within the Main Contract Programme duration</p>											
	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	Contract No:	201A22002
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Item	Minute	Action by	Date
6.0	Programme continued		
6.4	SC confirmed that it was fully able to resource the works, including all necessary management, supervision, labour and plant in order to meet the requirements of the project and programme.		
6.5	SC confirmed that it would submit a detailed programme for approval within: 1 weeks from receipt of an LOI.		
6.6	SC confirmed that it would submit a resource histogram for labour & plant within: 1 weeks from receipt of an LOI.		
6.7	SC confirmed that it would submit procurement / submittal / shop drawing / information release schedules within: 1 weeks from receipt of an LOI.  SC is to ensure that all schedules are comprehensive and that information is requested / submitted in time to meet the requirements of the above referenced programme.		
6.8	SC confirmed that it would commence the production of shop / design drawings on receipt of the IFC drawings from KCE.		
6.9	SC agreed to provide a comprehensive schedule of long lead items for KCE's review including all documentation to evidence that all suppliers / 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:  KCE direct works, MEP, blockwork, plaster and all finishing trades in FOH, BOH & common areas.		
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	Contract No:	201A22002
Item	Minute	Action by	Date
7.0	Management of the Subcontract Works		
7.1	SC confirmed that it would provide full time competent supervision whilst the Subcontract works are ongoing and the level of supervision would be commensurate with the extent of the SC's works. SC also agreed that CV's of proposed supervisor(s) would be provided 1 week from award for KCE's review and approval.		
7.2	SC agreed that if the number of supervisors is inadequate and / or the knowledge, capability and experience of those supervisors is not to KCE's satisfaction, then the SC will be given the opportunity to resolve this within a set timeframe. Should the SC fail to take the appropriate action then KCE shall take whatever measures are necessary to ensure the safe and timely delivery of the works. Any additional costs, charges or expenses incurred by KCE as a consequence will be charged to the Subcontractor's account.		
7.3	The SC agreed to attend regular progress / co-ordination meetings at the request of KCE and the SC agreed to prepare a progress report prior to each meeting detailing the status of both on and off site activities.		
7.4	SC agreed to submit its proposed organisation chart for the project.		
8.0	Safety, Quality & Environmental		
8.1	SC confirmed its intention to sub-let part of the Subcontract works:  No  If yes, the SC requested permission to sub-let the following works to the named companies below, and agreed that all KCE's conditions, standards, worker welfare polices etc. would also be applied to its subcontractors:  N/A		
8.2	SC confirmed that its labour for this project would be supplied by:  Direct legally employed resource  If hired resource, SC confirmed the name of the labour supply company under item 8.1.		
8.3	SC confirmed that should any element of the works at any stage be required to be sub-let outside of the above list the SC would, prior to starting the works, obtain KCE's approval and provide details of the scope being sub-let and of the proposed companies. The SC also confirmed that it would warrant that the performance of all of their supply chain would be in line with the SC's own obligations as outlined in section 8.1 in every regard.		



Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
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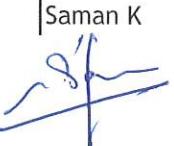
Item	Minute	Action by	Date				
8.4	The SC confirmed that all subcontractors listed in 8.1 or any future subcontractors referred to in 8.3 would be pre-qualified and assessed to ensure their competence and capacity to complete the sub-let element of works. The SC agreed to provide prequalification records upon request.						
8.5	KCE explained to the SC the requirements of their K-Standards that relate to the package works and the SC confirmed that they would fully comply with these standards and that the associated costs are included in their tender price.						
8.6	KCE confirmed that a copy of the company health, safety, environmental & sustainability policies and company procedure are available for inspection on site and stated that the content of this document was the minimum standard to be achieved by the SC. The SC confirmed and agreed to its application.						
8.7	KCE confirmed that a copy of the company Worker Welfare Procedure is available for inspection at KCE's Head Office and that the requirements of this document must be respected and adhered to in relation to the employment of labour in every regard. The SC confirmed and agreed to its application.						
8.8	KCE confirmed that all persons entering site must attend a site induction and provide all required documentation.  The site inductions would be held on site at the following times: <table border="1"><tr><td>Day</td><td>Daily</td><td>Time</td><td>07:00</td></tr></table>	Day	Daily	Time	07:00		
Day	Daily	Time	07:00				
	KCE confirmed and SC agreed that should their persons fail to attend the above induction then they must leave site and return for the next available induction. All cost associated with this will be the responsibility of the SC.						
8.9	SC confirmed that it would provide weekly tool box talks to its operatives along with daily briefings on the methodology and controls required to complete the works  From time to time KCE may request the SC to carry out a tool box talk on a specific subject matter. The SC agreed to comply with any such request.						
8.10	The SC confirmed that the below named person would be their Safety Officer(s) on the project and confirmed that this person held the following qualifications:  <table border="1"><tr><td>Name</td><td>TBA</td></tr><tr><td>Qualifications</td><td>TBA</td></tr></table> <i>Note: minimum requirement of NEEBOSH qualification. Alternatives qualifications will be subject to prior approval from KCE Safety Department</i>  SC agreed that the above named person would be on site      once a week during the execution of the works.	Name	TBA	Qualifications	TBA		
Name	TBA						
Qualifications	TBA						
	SC agreed to comply with the DM code of construction safety practice as a minimum, ensuring that the required attendance & qualifications of its Safety Officers are met.						
	SC agreed to provide a copy of its proposed Safety Officers CV for KCE's review and approval. Dependant on the number of operatives the SC has on site the number of Safety Officers required may increase as described in the DM code. The SC agreed to promptly provide further names and CV's of any additional Safety Officers required, for KCE's prior approval.						



Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
Item	Minute	Action by	Date
8.11	KCE confirmed that the OSP19 Disciplinary Action Procedure for safety violations would be incorporated into the Subcontract. Any fines will be deducted from interim payments due to the SC.		
8.12	KCE explained the key details of the project safety plan as outlined below and the SC confirmed its understanding:  Full copies of the HSE Plan, policies and procedures are available on site for inspection / review.		
8.13	KCE explained the key details of its Sustainability's policy and confirmed its commitments to a sustainable construction.		
8.14	SC confirmed its commitment to sustainability in line with KCE's policy and outlined some of the sustainability initiatives it was currently undertaking:  <input checked="" type="checkbox"/> 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	<b>Further Matters</b>		
9.1	Further matters raised by KCE / SC are recorded on the continuation sheets attached.  <input checked="" type="checkbox"/> Yes		
10.0	<b>Intention to Subcontract</b>		
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"/> <b>Option 1:</b> KCE stated that other Subcontract tenders are under consideration and will contact the SC in the near future. <input checked="" type="checkbox"/> <b>Option 2:</b> KCE stated its intention to proceed to complete a Subcontract agreement. <input type="checkbox"/> <b>Option 3:</b> 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"/> <b>Option 4:</b> KCE will not proceed further on this occasion.		



Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
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Item	Minute	Action by	Date
10.2	KCE stated that in the event of a Subcontract award a Letter of Intent (LOI) would be issued. The SC agreed to proceed on this basis whilst the formal Subcontract Agreement was being collated.		
10.3	KCE confirmed the list of documentation appropriate for incorporation into the formal Subcontract order in the event of award is:  As listed in Appendix 1 of these minutes  These minutes and attachments  Any further documents issued from the date of these minutes until placement of order	Yes Yes No	
11.0	<b>Statement of Agreement</b>		
11.1	These minutes together with the below referenced attachments are issued 'subject to contract' but are agreed and accepted to be a complete and accurate record of discussions and as such may form part of a future Subcontract agreement and then be binding on the parties. In the event that they are not issued immediately after the meeting, the SC is requested to return them to KCE within 5 calendar days of receipt having previously raised and agreed with KCE's representative below any matter that will reasonably require amendment.		
11.2	Signed for Khansaheb:  Name (print): Saman K Signature: 	Date: 09.09.22	
11.3	Signed for SC:  Name (print): Thomas Signature: 	Date: 19/09/22	
12.0	<b>Attachments</b>		
12.1	No. of continuation pages	One	
12.2	Appendix 1 - Relevant Correspondence	Yes	
12.3	Appendix 2 - Tender Clarification Schedule / hand marked copy of SC tender	Yes	
12.4	Appendix 3 - K05 Summary of Attendances	Yes	
12.5	Appendix 4 - Programme of Works — 	Yes	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
	Continuation Sheets		
2.3.2	The Subcontractor will provide a security cheque for advance payment amount to the KCE enclosed standard covering letter. Cheque will be released upon recovery of advance payment.		
2.3.4	The Subcontractor will provide a security cheque for 10% of AED 474,794.00 attached to the KCE standard covering letter. Cheque will be released upon completion of defect liability period.		
2.4.1	<p>Payment terms as follows,</p> <p>01. 40 % advance against self leveling ( AED 36,798.00 ),</p> <p>02. 50% against materials delivered to the site for MMA works, this will be based on the period ending 31.08.22,</p> <p>03. Progress payments to be made on a month basis against applications submitted at the end of each month,</p> <p>04. All payments to be back to back with Main Contract with a 75 days back stop.</p>		
2.4.6	The daily rate of Liquidated Damages / Penalties will be 0.1% of the Subcontract sum / calendar day to a limit of 10% of the Subcontract Sum.		
<b>General:</b>			
1	The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements		
2	KCE advised that storage space on site is restricted and so all materials are to be delivered on a 'just in time' basis. Materials are to be delivered in sequence and are to be lifted & fixed directly into place upon delivery.		
3	KCE will provide craneage in accordance with its site logistics plan or other such arrangement to off-load & move materials. The SC's representative is to attend daily crane co-ordination meetings with KCE to agree crane usage / timings for the following days. Notwithstanding that KCE may provide the craneage in accordance with the K05 and SC is responsible for submission of lifting plans, Risk Assessments Method Statements for KCE's approval.		
4	The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works		
5	The SC confirmed it has allowed for all costs associated with reduced working hours and / or changes in shift patterns during the Holy Month of Ramadan, 'summertime working' restrictions, night shifts & public holidays etc		
6	There will only be one site induction per day, should the SC require additional inductions additional costs will be incurred and charged to the SC		





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

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

APPENDIX 1

**SCHEDULE OF RELEVANT CORRESPONDENCE****Hygienic Solutions Chemical Trading LLC**

No.	Subject	Reference	Date
1.0	Dorchester Hotel & Residwnces - MMA, Ucrete & Nitocote Floor finishes	KCE (Kevin) email, 10:53 am (Enquiry)	22.08.22
2.0	Hygienic Solutions	KCE (Saman) email, 13:03 pm ( Clarifications about payment terms)	01.09.22
3.0	Hygienic MMA Resins	KCE (Saman) email, 14:12 pm ( Revised quotation for MMA resins)	02.09.22
4.0	Hygienic MMA Resins	KCE (Saman) email, 14:27 pm (Quotation for 5mm self levelling)	07.09.22
5.0	Hygienic Solutions	KCE (Saman) email, 14:09 pm (Approved Shop Drawings)	08.09.22
6.0	Hygienic Solutions	KCE (Saman) email, 07:28 am ( Priced BOQ )	09.09.22
7.0	Hygienic MMA Resins	KCE (Kevin) email, 17:09 pm ( Payment Terms )	13.09.22
8.0	Hygienic MMA Resins	HS (THomas) email, 18:07 pm ( Agreement of Payment Terms )	15.09.22
9.0	Post Tender Review Minutes of Meeting	KCE Letter Ref. 201A22002/K100/KD/qa/0115	15.09.22





**APPENDIX 2**  
**HAND AMENDED SUBCONTRACTORS TENDER**  
**& TRADE CHECKLIST**



KCE

## Commercial Trade Checklist for Floor Coating

Form: TC-15  
 Rev: 0

<b>Project Title:</b> Dorchester Hotel & Residences <b>Subcontractor:</b> Hygienic Solutions LLC		<b>Contract No.:</b> 201A22002 <b>Date:</b> 31.08.22
No	Item	Comments
1.	Method statement shall be submitted and approved prior to commencement of works.	SC Agreed to submit and approved before Commencement of work.
2.	Subcontractor's price shall be inclusive of surface preparation and minor repairs on floors that are to receive coating.	Included in SC Scope.
3.	Floor grinding and preparation shall be carried out by Subcontractor to make floor within acceptable tolerance.	SC to review the floor surface, levels prior to beginning the works and advise if the concrete surface is not to the acceptable tolerance limits.
4.	Temporary protection of final prepared surface shall be Subcontractor's responsibility until taken over by Consultants/ Client.	SC agreed to take necessary steps to barricade, provide signage in areas where the works are carried out and mention the drying time required to protect from the area being used.
5.	Top coat shall be applied upon completion of all works related to MEP.	SC agreed to coordinate and complete the works as per site requirement.
6.	Minor damages to finished surfaces must be carried out free of charge by Subcontractor.	Agreed by SC.
7.	Agree safe storage of materials whilst at site.	Refer to K05.
8.	Agree safe disposal of excess materials off site by subcontractor.	Refer to K05.
9.	Check LEED rating of floor coating? (becoming more relevant)?	Not Applicable.
10.	Check requirement for attic stock.	Not Applicable.
11.	Agree that protection of sensitive surfaces is within subcontractor's scope.	Agreed by SC.
12.	Subcontractor to allow for forming coved skirtings where required.	Included in SC Scope.
13.	Subcontractor to allow for all works associated with interfacing with door thresholds and the like.	Included in SC Scope.
14.	Air-conditioned storage area required? Subcontractor to deliver 'just in time' if necessary.	Refer to K05.
15.	Subcontractor must submit As-Built Drawings, O&M Manuals and all required Guarantees & Warranties by a date agreed during the post tender review meeting.	Included in SC Scope.

Page 1 of 1



## Hygienic Solutions MMA Resins Quotation

Date: 2<sup>nd</sup> September 2022

Subject: Hygienic Solutions MMA Resins- Dorchester Hotel

Dear Saman,

MMA Resins have been manufactured since 1965 for bonding bones after operations such as knee replacements and hip replacements. Since then, it has been used extensively in the construction industry. Hygienic Solutions MMA Resins have a factory in Germany and warehouse facilities in the UAE, Dubai, and Abu Dhabi. We have been applying MMA Resins in the UAE for over 10 years. Our success has come from offering superior products over Epoxy and Polyurethane resins, but more importantly we give a full guarantee for materials and application for up to 10 years. This has now made Hygienic Solutions MMA Resins the preferred brand for Accor hotels, Carrefours, Vida Hotels, Rove Hotels and recommended by all leading kitchen consultants.

Hygienic Solutions is unique as we take full responsibility for the floors and their application, if the floor fails or is applied in correctly then Hygienic Solutions will put it right at no extra cost, most manufacturers only guarantee the product and the applicator their labour, as a system this is usually the responsibility of the main contractor or the client, if the floor fails the manufacturer usually blames the application, the applicator usually blames the manufacturer materials, either way the client is left with huge cost to get the floors right, with Hygienic Solutions we take the risk, full responsibility from design to application.

We hold stocks of all materials in our warehouse in Dubai and Abu Dhabi, on large projects we schedule these materials in line with the programme so there is no risk of delays due to materials not being in the country.

We have over 400 workers so no job is too big or too small, we will be happy to work on 1m<sup>2</sup> to 500,000m<sup>2</sup> projects, we have all our own flooring tools from floor preparation to final finish.

We look forward to working with you as a partner on your future projects, therefore, please do not hesitate to contact us for all enquiries and requirements.

I hope you find the enclosed quotes of interest,



Hygienic Solutions MMA Resin Flooring

Kindly see the below quotation for Dorchester Hotel MMA Colour quartz system. The price for Colour Quartz system is typically 250 AED per m<sup>2</sup> however we have a special price for Khansaheb projects and this is 215 AED.

System	Size	Price	Total
Hygienic Solutions MMA Colour Quartz System	1208.07 m <sup>2</sup> 1311	215 AED per m <sup>2</sup>	259,735.05 AED 281,865.00
Hygienic Solutions MMA Coving	963.42 LM	105 AED per LM	101,159.1 AED
Totals			360,894.15 AED

383,024.00

All payments to include additional 5% VAT and are re-measurable.

Price valid for 30 days from quotation date.

Price includes application and is guaranteed for both material and application as one guarantee.

Payment Terms:-

40% Contract Value against materials delivered to site → Subject to Eng. approval,  
 Progress payments 45 days → As per the agreed PTR minutes

Yours Sincerely,

Hygienic Solutions

\* Subject to re-measure





## Hygienic Solutions MMA Resins Quotation

Date: 7th September 2022

Subject: Hygienic Solutions MMA Resins- Dorchester Hotel -- Self Levelling Requirement

Dear Saman,

MMA Resins have been manufactured since 1965 for bonding bones after operations such as knee replacements and hip replacements. Since then, it has been used extensively in the construction industry. Hygienic Solutions MMA Resins have a factory in Germany and warehouse facilities in the UAE, Dubai, and Abu Dhabi. We have been applying MMA Resins in the UAE for over 10 years. Our success has come from offering superior products over Epoxy and Polyurethane resins, but more importantly we give a full guarantee for materials and application for up to 10 years. This has now made Hygienic Solutions MMA Resins the preferred brand for Accor hotels, Carrefours, Vida Hotels, Rove Hotels and recommended by all leading kitchen consultants.

Ridge JV with Hygienic Solutions is unique as we take full responsibility for the floors and their application, if the floor fails or is applied incorrectly then Hygienic Solutions will put it right at no extra cost, most manufacturers only guarantee the product and the applicator their labour, as a system this is usually the responsibility of the main contractor or the client, if the floor fails the manufacturer usually blames the application, the applicator usually blames the manufacturer materials, either way the client is left with huge cost to get the floors right, with Hygienic Solutions we take the risk, full responsibility from design to application.

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We look forward to working with you as a partner on your future projects, therefore, please do not hesitate to contact us for all enquiries and requirements.

I hope you find the enclosed quotes of interest,



# Hygienic Solutions



## Hygienic Solutions MMA Resin Flooring

Kindly see the below quotation for Dorchester Hotel 5mm Self levelling to be applied under the 4mm Hygienic solutions MMA colour Quartz system

System	Size	Price	Total
Hygienic Solutions 5mm Self Levelling to be applied under Hygienic Solutions MMA system	1208.07 m <sup>2</sup> <i>1311</i>	70 AED per m <sup>2</sup>	84,564.9 AED <i>91,770.00</i>
Totals			84,564.9 AED <i>91,770.00</i>

All payments to include additional 5% VAT and are re-measurable.

Price valid for 30 days from quotation date.

Price includes application and is guaranteed for both material and application as one guarantee.

### Payment Terms:-

40% Contract Value against materials delivered to site

Progress payments 45 days

*As per PTR minutes of  
the meeting*

Yours Sincerely,

Hygienic Solutions

\* Subject to re-measure





**APPENDIX 3**  
**K05 SUMMARY OF ATTENDANCES & FACILITIES**

### APPENDIX - 3: SUMMARY OF ATTENDANCES & FACILITIES

K05

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

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



Ref	Description	KCE	Sub-Contractor
4	<b>Craneage &amp; Hoisting</b>		
4.1	Shared use of KCE tower cranes (if available on site)	✓	<input type="checkbox"/>
4.2	Mobile cranes (If available on site)	n/a	n/a
4.3	Shared use of hoists and / or service lifts (if available on site)	✓	<input type="checkbox"/>
4.4	Offloading Subcontractor's deliveries (within the areas identified in KCE's logistic / crane plan & within maximum crane lifting limits)	n/a	n/a
4.5	Offloading Subcontractor's deliveries (Outside of areas shown in KCE logistic / crane plan)	n/a	n/a
4.6	Loading out Subcontractor materials to the place of installation. Horizontal movement of materials, manpower by SC. Vertical movement by available CTU's and hoists.	<input type="checkbox"/>	✓
4.7	Specialist lifting accessories i.e Spreader beams, frames etc	n/a	n/a
5	<b>Access &amp; Equipment</b>		
5.1	Provision of small tools & hand held power tools (110 volt only)	<input type="checkbox"/>	✓
5.2	Small mechanical plant & equipment	n/a	n/a
5.3	Driver operated plant & equipment (if required)	n/a	n/a
5.4	Operators for mechanical plant & equipment (if required)	n/a	n/a
5.5	Provision of fuel, water, gas and the like to power mechanical equipment	n/a	n/a
5.6	Mobile scaffold towers (where permitted by KCE SPM, see also 7.2)	n/a	n/a
5.7	Mechanical/electrical working platforms - scissor lifts, cherry pickers and the like	n/a	n/a
5.8	Independent access scaffold up to a platform height of 3.0m by SC	n/a	n/a
5.9	Independent access scaffold, platform height above 3.0m height etc	n/a	n/a
5.10	Birdcages & specialist crash decks	n/a	n/a
5.11	Handrail edge protection	✓	<input type="checkbox"/>
5.12	Debris netting & protection	✓	<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	<b>Personal Protective Equipment (PPE)</b>		
6.1	Provision of all KCE mandatory PPE including but not limited to, branded overalls & high visibility vests, safety footwear, heavy duty safety helmets, safety gloves, safety glasses. Note; Any operative attending site with poor quality PPE or without the mandatory PPE, will either be refused entry or issued with the correct PPE with the cost being deducted from the Subcontractor's account.	<input type="checkbox"/>	✓
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	<b>Any Other Specific Facilities &amp; Attendances Identified Below</b>		
7.1	The SC shall use its best endeavours to ensure the collection & removal of recyclable waste materials generated by the Subcontractor (& its supply chain) is returned to source and not included in skips to be disposed off as waste.	<input type="checkbox"/>	✓
7.2	MEWP's to be used wherever possible, mobile scaffold towers to be approved by KCE SPM. If the platform height is more than 3.0 m, KCE to provide the MEWP's. Platform height less than 3.0 m, KCE to provide the MEWP's	n/a	n/a
7.3	High visibility vests with company name, designation	<input type="checkbox"/>	✓
7.4	Safety Helmet with names/ designation	<input type="checkbox"/>	✓
		<input type="checkbox"/>	<input type="checkbox"/>
8	<b>Confined Space Works (only to extent applicable for the SC Works)</b>		
8.1	Multi gas monitor	n/a	n/a
8.2	Rescue harness per entrant	n/a	n/a
8.3	Rescue tripods & winches	n/a	n/a
8.4	Mechanical ventilation, extraction & air movement equipment	n/a	n/a
8.5	Emergency rescue escape sets (for medium & high risk works).	n/a	n/a
8.6	Means of communication (e.g. Radio)	n/a	n/a



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

Signed on behalf of the SC



Thomas

Date 19/09/22





**APPENDIX 4  
BOQ**

BILL OF QUANTITIES

CONTRACT NAME: Dorchester Hotel & Residences Date : 09.09.22

CONTRACT NO : 201A22002

SUBCONTRACTOR: Hygienic Solutions LLC

Item	Description	Quantity	Unit	Rate	Amount
1	<u>Supply and Installation of Kitchen floor finishes inline with specification, drawings and as per the approved sample.</u>				
1.1	Hygienic Solutions MMA Color Quartz System	1,311.00	m2	215.00	281,865.00
1.2	Hygienic Solutions MMA Coving	963.42	m	105.00	101,159.10
1.1	5 mm Self Levelling to be applied under Hygienic Solutions	1,311.00	m	70.00	91,770.00
TOTAL AMOUNT IN AED.					474,794.00

