بسم الله الرحمن الرحيم

KHANSAHEB خانصاحب

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. 201A22002/53
PROJECT NAME: Dorchester Hotel & Residences (Completion Works)

Dormakaba Middle East L.L.C.
P.O. Box 121732
Dubai, U.A.E.
Tel: 04 8020377
Fax:

CONTRACT NO.	: 201A22002
SITE CONTACT	: Mr. Chris McCann
SITE TEL. NO.	: 050 5873058
DATE	: 10th October 2022
OUR REF.	: SW/CM/KBD/ARM/201A22002/53

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

Design (to the extent described in the Main Contract), procure, supply, deliver, offload, handle, distribute, install, protect, maintain and guarantee Movable Partition Works, all in accordance with the subcontract documents, drawings, specifications and all as generally described in the below listed Subcontract documents and to the satisfaction of the Engineer (Subcontract Works) for the Lump Sum of Dhs. 366,250.00 (Dirhams Three Hundred Sixty Six Thousand Two Hundred and Fifty Only) (Subcontract Price).

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

ATTACHMENTS:
1. KCE email enquiry dated 10.08.2022, 04:09 p.m. (1 page).
2. Dormakaba quotation ref. 1200448665 Rev.03 dated 29.08.2022 (3 pages).
3. KCE letter ref. 201A22002/K100/SK/qa/0133 dated 10.10.2022 (43 pages).
4. Subcontract: General Terms and Conditions (2 pages).

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

PAYMENT TERMS

As detailed within the attached Subcontract documents.

PARTICULARS OF MAIN CONTRACT:

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

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

Khansaheb Civil Engineering L.L.C. خانصاحب للهندسة المدنية ذ.م.م

Eirian Morris/Steve Flint
Commercial Director/Managing Director

Tariq Hussain Khansaheb/
Amer Abdulaziz Khansaheb/Maher Khansaheb

Mithun Vallar Veetil

(1)

Subject: FW: Dormakaba scope of work (Supply & install Dormakaba Huppe movable acoustic unfinished partitions + steel supports) for Dorchester Hotel -

From: Shari Reji <shari.reji@khansaheb.ae>
Sent: Wednesday, August 10, 2022 4:09 PM
To: Maged Salah <maged.salah@dormakaba.com>; DinilKumar Pavithran <dinilkumar.p@dormakaba.com>
Cc: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>; Mithun Vallar Veetil <mithun.vallarveettil@khansaheb.ae>
Subject: Dorchester -Enquiry for Glazing Works - Ball Room, Royal Suits, Presidential Suits, Lobbies and Prayer Room

CAUTION: This email originated from outside of the organization. Do not follow guidance, click links, or open attachments unless you recognize the sender and know the content is safe.

Dear Sir,

Project : DORCHESTER HOTEL & RESIDENCES, DUBAI, UAE

Package: Additional Glazing Works - Ball Room, Royal Suits, Presidential Suits, Lobbies and Prayer Room

We are inviting you for Pricing Additional Glazing Works - Ball Room, Royal Suits, Gym, Presidential Suits, Lobbies and Prayer Room at Dorchester Hotel & Residences.
Attached tentative BOQ in this Email, all relevant documents like specifications, approved shop drawings and design drawings, approved material submittals, samples, Material Inspections are in the below mention Link.

Fitout Package

Should you wish to visit the site or have any clarifications regarding the enquiry documents, please feel free to contact us.

Regards
Shari Reji

خانصاحب KHANSAHEB

Shari Reji
Assistant Quantity Surveyor
E shari.reji@khansaheb.ae | M +971 50 451 2847 | T +971 4 605 7200
www.khansaheb.ae

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dormakaba

Please indicate:

Customer 5009988
Quotation Number 1200448665 Rev. 03
Quotation Date 29.08.2022

dormakaba Middle East LLC, P.O. Box 121732, Dubai, U.A.E

Your Inquiry Number DG71/2709
Your Inquiry Date 26.08.2022
Your Contact Maged Salah
Telephone +971(0)48020377
Email maged.salah@dormakaba.com
Sales Person MAGED SALAH

KHANSAHEB
DUBAI

Ship-to-Party

KHANSAHEB
DUBAI

Quotation

Project(s): DORCHESTER HOTEL

Thank you for your enquiry. We look forward to receiving your order. The delivery dates are only approximate and are based upon the date of enquiries stock subject to prior sales.

The quotation is valid until 28.09.2022.

Item	Article Description of Goods	Quantity	UOM	Short description	Type	Unit Price AED	Del. date Amount AED
10	**5503272**	1	SET	**VARIFLEX SOLID 100**			
					Net price manual	430,300.00	430,300.00
					Output Tax	5.00 %	21,515.00
	ITEM: VARIFLEX SOLID 100K (MANUAL)				Total incl. Taxes		451,815.00

POS. # 1 (Wall A) Ballroom
Qty: 1 no.
Edge Type: K
Element Thickness: 100
Width: 19,034 mm
Height: 5,900 mm
Sound Insulation Value: Rw 53 dB(Laboratory Value)
Weight per square meter: 50 Kgs.
Track System: SR800 Tracks
Roller Suspension: 2 - Point System
Full Wall Elements (VE): 14 nos.
Telescopic Element (TE): 2 nos.
Wall Abutment (WA): 1 no.
Lock Profile (SL): 1 no.
Surface Finish: MDF Unfinished Panels
Price for Wall A: AED 254,100.00

POS. # 2 (Wall B) Meeting Room
Qty: 1 no.
Edge Type: K
Element Thickness: 100
Width: 8,025 mm
Height: 2,890 mm
Sound Insulation Value: Rw 53 dB(Laboratory Value)
Weight per square meter: 50 Kgs.
Track System: R - Tracks

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Quotation Number	1200448665 Rev. 03
Your Inquiry Numbe	DG71/2709
Your Inquiry Date	26.08.2022

KHANSAHEB
DUBAI

Quotation

Item	Article Description of Goods	Quantity	UOM	Short description Type	Unit Price AED	Del. date Amount AED
	Roller Suspension: 1 - Point System Full Wall Elements (VE): 8 nos. Telescopic Element (TE): 1 no. Wall Abutment (WA): 1 no. Lock Profile (SL): 1 no. Surface Finish: MDF Unfinished Panels **Price for Wall A: AED 48,700.00** Including Supply and Installation of Steel Structure Support: - 2m Drop for 1 no. Ballroom partition (Wall A) - 1m Drop for 2 nos. Walls Meeting Room partitions (Wall B) **Price for Standard Veneer Finish: AED 127,500.00**					

Deduction: (Advance received from AHK)		***64,050.00***
Total excl. Taxes		366,250.00
Output Tax	5.00 %	18,312.50
TOTAL incl. Taxes		384,562.50
	Total amount	**384,562.50**

Amount Chargeable (in words)
AED THREE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED SIXTY TWO & FIFTY FILS ONLY

Terms of Payment – Refer to General Terms of Supply
Terms of Delivery CIF DUBAI

Conditions of Sale
No Order accepted for cancellation after written order confirmation.
No order may be cancelled except by written consent on terms indemnifying Dormakaba against all losses.
A cancellation fee of 50% of the order value will be charged on orders cancelled after acceptance of order.
Orders not collected or delivered within one month of due date will incur storage charges of 5% per month.
Goods delivered not entitled for return. Goods accepted for return by written agreement will incur a restocking charge of 30% of goods value.

Our goods and services are subject to applicable rates for VAT as per country legislation at time of invoice raised.

The dates mentioned per line item are estimated delivery times as per incoterms.

If account is under Credit block, delivery dates will be affected.

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DUBAI

Quotation Number	1200448665	Rev. 03
Your Inquiry Numbe	DG71/2709	
Your Inquiry Date	26.08.2022	

General Terms of Supply

1. The above offer is in AED (United Arab Emirates Dirhams) on CIF Dubai basis and includes the following:
–Custom Duty
–Clearing & Handling Charges
–Delivery to Site
–Installation.
2. All I-Beams / Steel Support structure wherever required to be supplied and installed by dormakaba.
3. The above offer does not include Supply & Installation of any Pocket Doors.
4. The above offer excludes offloading of materials at site.
5. Sound barrier above tracks to be supplied and installed by others.
6. A suitable, safe, covered & secured Storage Area to store the materials must be arranged by Customer/ Main Contractor for safe storage of the partitions until installation.
7. All Electrical Wiring, Supply and Installation of Electrical Sockets as required for the proper installation of the system to be supplied and installed by others.
8. All Civil works, Structural works, False Ceiling, Flooring, etc. is not included in our scope of work.
9. All necessary Scaffolding, Cranage, Free & Uninterrupted Access to site & Storage etc. to be provided by Customer/ Main Contractor.
10. The Sound Insulation Values quoted above are Laboratory Values determined in accordance with DIN EN 20140-3.Due to flanking paths in all the surrounding construction, the on-site Acoustic Performance will be lower than the Laboratory Value. Dorma does not guarantee the on-site Acoustic Performance of Movable Walls.
We however recommend that the surrounding Construction (Ventilation ducts, Cable Shafts, Fire Fighting Service, Acoustic Bulkhead, Sound Barrier above Tracks, Side Walls, Flooring, etc.) are built to match or exceed the Acoustic Performance of the Movable Partitions. This will help to achieve optimum Acoustic Performance at site. Field Testing is not included in our scope of work.
11. Delivery: The product is already manufactured & ready for delivery as per the approved MAS and drawings. Any changes in the approved dimensions will be considered as a variation.
12. Warranty: The above product is warranted for a period of 1 year from the date of delivery against any manufacturing defects.
13. Payment: 65% Advance; 30% against Material delivery – by Letter of Credit; 5% against Completion of Installation – by Letter of Credit.
14. Our offer is subject to DORMA General Terms & Conditions of Business. A copy of which can be provided upon request.

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KHANSAHEB خانصاحب

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قسم الإنشاءات
الراشدية
ص.ب ٢٧١٦
دبي، الإمارات العربية المتحدة

Ref: 201A22002/K100/SK/qa/0133

10th October 2022

Dormakaba Middle East LLC
P.O. Box 121732
Dubai, United Arab Emirates
Tel No. 04 802 0377

Email. dinilkumar.p@dormakaba.com

Attn; Mr. Dinilkumar Pavithran

Dear Sir,

Dorchester Hotel & Residences
Movable Partition Works - Post Tender Meeting

Further to the meetings held at our site offices on 23rd September 2022, we enclose herewith for your information and further action the following.

1.	Minutes of Kick off meeting	(13 pages)
2.	Relevant Correspondence	(36 page)
3.	Tender Clarification Schedule	(2 page)
4.	Trade Checklist	(1 page)
5.	K5 Summary of Requirements	(3 pages)
6.	Bill of Quantities	(1 page)

Please sign the minutes of meeting (page 12) and the K5 form and return these pages to our offices for record.
We trust the enclosed is an accurate representation of the meeting held, however, should you have any comments please advise in writing within 5 days of the date of this letter, failing which you will be deemed to have accepted the attached as a true record.

Thank you for your attention.

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

Chris McCann
Senior Project Manager

Encl. as noted

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KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

خانصاحب KHANSAHEB
K07

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

Subcontractor (SC):	Dormakaba Middle East LLC	Meeting Date:	23.09.22

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:

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

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name:	Dormakaba Middle East LLC	Name:	Khansaheb Civil Engineering LLC
Address:	P.O Box 121732 Dubai, UAE	Address:	P.O.Box 2716 Dubai, UAE
Tel No.	04 802 0377	Tel No.	04 605 7200

	NAME (SC)	DESIGNATION		NAME (KCE)	DESIGNATION
Present:	Maged Salah	Country Sales Manager	Present:	Nanjappa	Works Manager
	Karim Ibrahim Yehia	Sr. Project Manager		Anitha	Design Coordinator
				Saman Kulasooriya	Sr. Quantity Surveyor
				Anil Kumar	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:	Dinilkumar Pavithran
Position:	Project Manager
Mobile No:	056 539 0428
Email:	dinilkumar.p@dormakaba.com

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Correspondence:

All correspondence issued in connection with this Subcontract is to be addressed to the Contractor's / Subcontractor's designated 'point of contact' noted above.
The SC confirmed that their point of contact named above is deemed to be duly authorised to act on behalf of and agree matters on behalf of the Subcontractor and to act as the Subcontractor's Representative under the Subcontract.

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

Item	Minute	Action by	Date
2.0	**Commercial Sufficiency**		
2.1	**Khansaheb Tender Enquiry**		
	SC confirmed receipt of KCE tender Enquiry: Reference: Enquiry for Ballroom Works Dated: 10.08.22 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 1200448665 Rev 03 dated 26-Aug-22 remained valid until 25-Oct-22		
2.2.2	SC confirmed its tender price as: AED 366,250.00		
2.2.3	SC confirmed its tender price was: Lump Sum Fixed Price		
2.2.4	SC confirmed that its rates and prices are fixed until: Issuance of the Performance Certificate		
2.2.5	SC confirmed that after discount its final offer is: AED 366,250.00		
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 30 % of the Subcontract price.		
2.3.3	The Advance Payment will be recovered at N/A % of the gross amount certified to the SC in interim payment certificates, until the advance payment has been fully recovered.		
2.3.4	KCE and SC agreed that a Performance Bond would be 10% of the of the Subcontract price		

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Khansaheb Civil Engineering L.L.C

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

Item	Minute	Action by	Date
2.3	**Insurance, Bonds & Warranties continued**		
2.3.5	SC confirmed that their tender included the provision of all warranties and guarantees required by the tender document and to satisfy the Employer's Requirements. Where a warranty or guarantee for a particular item is not clear from the tender documentation, the SC agreed to obtain the maximum warranty / guarantee available from the specified suppliers.		
2.3.6	SC agreed to provide a Collateral Warranty if required: Yes		
2.3.7	The SC confirmed and agreed that the cost of supplying the above bonds and warranties is included in their Subcontract price and that failure to provide them will result in interim payments being withheld.		
2.3.8	KCE and SC agreed that the following insurances are to be provided: Workmen's Compensation: S/C — Plant & Equipment: S/C Professional Indemnity: N/A — CAR / Third Party: Employer		
2.3.9	The SC agreed to provide copies of their up to date policies and confirmed that if any insurances expire during the currency of the Project, the Subcontractor is to provide evidence of renewal.		
2.4	**Valuation & Payment**		
2.4.1	KCE and SC agreed that valuations are to be submitted on: 30th of each month KCE confirmed that payment would be made within 60 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 10 %		
2.4.3	The release of retention will take place in line with the conditions of the Main Contract which states that the first half will be released: On receipt of the Taking Over Certificate for the Main Contract works		
2.4.4	The Balance of retention release will occur: on receipt of the Defects Liability Certificate for the Main Contract works		
2.4.5	KCE and SC agreed that all retention payments will be made within 15 days of receipt of the corresponding payment from the Employer		

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

Item	Minute	Action by	Date
2.4	**Valuation & Payment continued**		
2.4.6	If the SC fails to comply with the agreed programme (section 6) then Liquidated Damages / Penalties for the whole of the Works and any section, where applicable, will be applied in line with the amounts under the Main Contract.	See continuation page	
2.4.7	KCE and SC agreed that the Defect Liability Period would be:		
	365 days from date of Taking over certificate		
	Further commercial terms were recorded in the continuation sheets: Yes		
2.5	**Conditions of Contract**		
	Main Contract		
2.5.1	Project Description:		
	All outstanding Works required to bring the Project known as the Dorchester Hotel & Residences to completion		
2.5.2	Form of Contract: 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.	See continuation page	
2.5.4	The SC confirmed that 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: Minor Works Order		
2.5.7	KCE and SC agreed that the Subcontractor's tender qualifications, exclusions, attendances, terms and conditions are superseded by the amendments / agreements made in:		
	Appendix 2 Clarification schedule		
2.5.8	KCE and SC confirmed their responsibility for the provision of certain attendances / facilities by reviewing the K5 form.		
	The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting		

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Contract:	Dorchester Hotel & Residences, Business Bay	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):		
	Design responsibilites as per the drawings and specification requirement.		
3.2	The following temporary works design responsibilities were identified as being the responsibility of the SC (if none state none):		
	Design responsibilites as per the drawings and specification requirement.		
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.		

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

Item	Minute	Action by	Date
4.0	**Change Management**		
4.1	KCE confirmed and SC agreed that payment for additional work will not be made without prior written instruction from the following named persons: **Title** — **Name** Project Manager — Chris McCann Sr. Quantity Surveyor — Saman Kulasooriya		
4.2	KCE and SC agreed that the valuation of works on a daywork basis: will not be permitted on this contract. 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.		
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	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. Yes If no, the variance were identified as; [refer to appendix 2 for a complete list of clarifications / agreements]		

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Khansaheb Civil Engineering L.L.C.

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

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

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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 / manufactures are working toward the agreed programme dates: N/A S/C Confirmed no long lead in items		
6.10	KCE advised the SC of other critical interfaces or factors affecting the programme and the SC agreed to co-ordinate their works with other Subcontractor trades: Finishing works- Flooring, partitions, Joinery & 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.		

خانصاحب للهندسة المدنية ذ.م.م. Khansaheb Civil Engineering L.L.C.

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

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

Item	Minute	Action by	Date
8.4	The SC confirmed that all subcontractors listed in 8.1 or any future subcontractors referred to in 8.3 would be pre-qualified and assessed to ensure their competence and capacity to complete the sub-let element of works. The SC agreed to provide prequalification records upon request.		
8.5	KCE explained to the SC the requirements of their K-Standards that relate to the package works and the SC confirmed that they would fully comply with these standards and that the associated costs are included in their tender price.		
8.6	KCE confirmed that a copy of the company health, safety, environmental & sustainability policies and company procedure are available for inspection on site and stated that the content of this document was the minimum standard to be achieved by the SC. The SC confirmed and agreed to its application.		
8.7	KCE confirmed that a copy of the company Worker Welfare Procedure is available for inspection at KCE's Head Office and that the requirements of this document must be respected and adhered to in relation to the employment of labour in every regard. The SC confirmed and agreed to its application.		
8.8	KCE confirmed that all persons entering site must attend a site induction and provide all required documentation. The site inductions would be held on site at the following times: Day: Daily — Time: 7am KCE confirmed and SC agreed that should their persons fail to attend the above induction then they must leave site and return for the next available induction. All cost associated with this will be the responsibility of the SC.		
8.9	SC confirmed that it would provide weekly tool box talks to its operatives along with daily briefings on the methodology and controls required to complete the works From time to time KCE may request the SC to carry out a tool box talk on a specific subject matter. The SC agreed to comply with any such request.		
8.10	The SC confirmed that the below named person would be their Safety Officer(s) on the project and confirmed that this person held the following qualifications: Name: to be advised Qualifications: to be advised *Note: minimum requirement of NEEBOSH qualification. Alternatives qualifications will be subject to prior approval from KCE Safety Department* SC agreed that the above named person would be on site full time during the execution of the works. SC agreed to comply with the DM code of construction safety practice as a minimum, ensuring that the required attendance & qualifications of its Safety Officers are met. SC agreed to provide a copy of its proposed Safety Officers CV for KCE's review and approval. Dependant on the number of operatives the SC has on site the number of Safety Officers required may increase as described in the DM code. The SC agreed to promptly provide further names and CV's of any additional Safety Officers required, for KCE's prior approval.		

خانصاحب للهندسة المدنية ذ.م.م.
Khansaheb Civil Engineering L.L.C.

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

Item	Minute	Action by	Date
8.11	KCE confirmed that the OSP19 Disciplinary Action Procedure for safety violations would be incorporated into the Subcontract. Any fines will be deducted from interim payments due to the SC.		
8.12	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:		
☐	**Option 1:** KCE stated that other Subcontract tenders are under consideration and will contact the SC in the near future.		
☑	**Option 2:** KCE stated its intention to proceed to complete a Subcontract agreement.		
☐	**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.		
☐	**Option 4:** KCE will not proceed further on this occasion.		

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Khansaheb Civil Engineering L.L.C.

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

Item	Minute		Action by	Date
10.2	KCE stated that in the event of a Subcontract award a Letter of Intent (LOI) would be issued. The SC agreed to proceed on this basis whilst the formal Subcontract Agreement was being collated.			
10.3	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	Yes		
	These minutes and attachments	Yes		
	Any further documents issued from the date of these minutes until placement of order	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): Anil	Date: 29.09.22		
	Signature: 10/10/22			
11.3	**Signed for SC:**			
	Name (print):	Date:		
	Signature:			
12.0	**Attachments**			
12.1	No. of continuation pages	1		
12.2	Appendix 1 - Relevant Correspondence	Yes		
12.3	Appendix 2 - Tender Clarification Schedule / ~~hand marked copy of SC tender~~	Yes		
12.4	Appendix 3 - K05 Summary of Attendances	Yes		
12.5	Appendix 4 - ~~Programme of Works~~ bill of Quantities.	Yes		

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

Item	Minute	Action by	Date
	Continuation Sheets		
2.4.1	KCE will issue a payment certificate within 10 days of receipt of the corresponding payment certificate issued under the Main Contract. KCE will release payment within 60days from the month end in which invoice was submitted. Payment Terms: 30% advance - subject to receipt of advance payment bond. 50% upon delivery - subject to MIR approval from Consultant and verification of full quantity of materials. 10% upon installation - subject to WIR approval by Consultant. All subject to 10% retention		
2.4.6	The daily rate of Liquidated Damages / Penalties will be 0.1% of the Subcontract sum / calendar day to a limit of 10% of the Subcontract Sum.		
2.5.2	FIDIC Conditions of Contract for Building & Engineering Works designed by the Employer, first edition 1999 (Red Book) as amended by Particular Conditions		
6.1	Site Working hours: Monday ~ Saturday 7am ~ 5pm Sunday closed		
	General:		
1	The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements		
2	KCE advised that storage space on site if restricted and so all materials 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 cranage 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 cranage the SC is responsible for submission of lifting plans, Risk Assessments Method Statements for KCE's approval.		
4	The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works		
5	The SC confirmed it has allowed for all costs associated with reduced working hours and / or changes in shift pattterns 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		

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APPENDIX 1
SCHEDULE OF RELEVENT CORRESPONDENCE

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Khansaheb Civil Engineering L.L.C.

KHANSAHEB CIVIL ENGINEERING LLC

SUBCONTRACTOR'S POST TENDER REVIEW MEETING

APPENDIX 1

SCHEDULE OF RELEVENT CORRESPONDENCE

Dormakaba Middle East LLC

No.	Subject	Reference	Date
1	Dorchester Project - Plot 18	KCE(Shari) email, 16:09 pm (Enquiry- Additional Glazing works)	10.08.22
2	Quotation for Ballroom & Meeting room movable parttion works	Dormakaba(Maged) email, 17:27 pm (Quote ref. 1200448665)	18.08.22
3	KCE email to submit an updated quote.	KCE (Anil) email, 16:50 pm to include the finished panels as per the approved dwgs	19.08.22
4	Revised Quotation for Ballroom & Meeting room movable parttion works	Dormakaba(Maged) email, 15:15 pm (Quote ref. 1200448665 Rev. 03)	29.08.22
5	Structural Calculation for Movable partition	Dormakaba(Dinil) email 3:49pm (Steel structure scope)	17.09.22
6	- do -	KCE (Anil) email 4:02pm clarifying the discussions held with Maged pertaining to scope.	17.09.22
7	- do -	Dormakaba (Dinil) 4:41pm with the requested structural calculations.	17.09.22
8	Draft PTR meeting minutes & Trade Checklist - Comments / response	KCE (Anil) email 5:29pm (enclosed; KCE responses)	28.09.22
9	- do -	Dormakaba (Karim) 12:48pm (Dormakaba confirmation to PTR meeting minutes & trade check lists)	03.10.22
10	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K100/KD/SK/0133	10.10.22

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(1)

Subject: FW: Dormakaba scope of work (Supply & install Dormakaba Huppe movable acoustic unfinished partitions + steel supports) for Dorchester Hotel -

From: Shari Reji <shari.reji@khansaheb.ae>
Sent: Wednesday, August 10, 2022 4:09 PM
To: Maged Salah <maged.salah@dormakaba.com>; DinilKumar Pavithran <dinilkumar.p@dormakaba.com>
Cc: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>; Mithun Vallar Veetil <mithun.vallarveettil@khansaheb.ae>
Subject: Dorchester -Enquiry for Glazing Works - Ball Room, Royal Suits, Presidential Suits, Lobbies and Prayer Room

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Dear Sir,

Project : DORCHESTER HOTEL & RESIDENCES, DUBAI, UAE

Package: Additional Glazing Works - Ball Room, Royal Suits, Presidential Suits, Lobbies and Prayer Room

We are inviting you for Pricing Additional Glazing Works - Ball Room, Royal Suits, Gym, Presidential Suits, Lobbies and Prayer Room at Dorchester Hotel & Residences.
Attached tentative BOQ in this Email, all relevant documents like specifications, approved shop drawings and design drawings, approved material submittals, samples, Material Inspections are in the below mention Link.

☐ Fitout Package

Should you wish to visit the site or have any clarifications regarding the enquiry documents, please feel free to contact us.

Regards
Shari Reji

خانصاحب KHANSAHEB
Shari Reji
Assistant Quantity Surveyor
E shari.reji@khansaheb.ae | M +971 50 451 2847 | T +971 4 605 7200
www.khansaheb.ae

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(2)

Mithun Vallar Veetil

Subject: FW: Dormakaba scope of work (Supply & install Dormakaba Huppe movable acoustic unfinished partitions + steel supports) for Dorchester Hotel -

From: Maged Salah <maged.salah@dormakaba.com>
Sent: 18 August 2022 05:27 PM
To: Shari Reji <shari.reji@khansaheb.ae>; Shervin Parsa <shervin.parsa@dormakaba.com>
Cc: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>; DinilKumar Pavithran <dinilkumar.p@dormakaba.com>; Saumya Varghese <saumya.varghese@dormakaba.com>; Carrie Taganas <carrie.taganas@dormakaba.com>; Karim Ibrahim <karim.ibrahim@dormakaba.com>; Faizal Abdul Azeez <faizal.pa@dormakaba.com>; Maged Elkady <maged.elkady@dormakaba.com>
Subject: Dormakaba scope of work (Supply & install Dormakaba Huppe movable acoustic unfinished partitions + steel supports) for Dorchester Hotel -
Importance: High

Greetings Shari ,

We apologize for the late reply since all depts have to put their feedback of this project as its on our system showing ***critical status .!!***

Apparently & as informed / explained earlier this scope was with AHK , we have got the production order ,according to the AP & approval we received we had produced the requirements ***(Supply & install Dormakaba Huppe movable acoustic unfinished partitions + steel supports as per the projects specs & consultant's approval)*** & kept on rental store for almost 4 months till this date ,ready for instant delivery .

Therefore & as per the mentioned kindly find attached the followings :-

1. ***Quotation of the scope***
2. ***Approval of partitions & steel works***
3. ***Received AP***

Hope the above & the enclosed is self-explained of scope status for your kind review & action accordingly , pls feel free to contact us for any further info / clarifications you may require .

Assuring you of our best services @ all times & looking forward to hearing from shortly to move further

Kind Regards

dormakaba Gulf FZE

Maged Salah

Country Sales Manager
Movable Walls UAE
M. +971503845901
maged.salah@dormakaba.com
www.dormakaba.com/mea

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3

Subject: FW: Dormakaba scope of work (Supply & install Dormakaba Huppe movable acoustic unfinished partitions + steel supports) for Dorchester Hotel -

From: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>
Sent: Friday, 19 August 2022 4:50 PM
To: Maged Salah <maged.salah@dormakaba.com>; Shari Reji <shari.reji@khansaheb.ae>; Shervin Parsa <shervin.parsa@dormakaba.com>
Cc: Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>; DinilKumar Pavithran <dinilkumar.p@dormakaba.com>; Saumya Varghese <saumya.varghese@dormakaba.com>; Carrie Taganas <carrie.taganas@dormakaba.com>; Karim Ibrahim <karim.ibrahim@dormakaba.com>; Faizal Abdul Azeez <faizal.pa@dormakaba.com>; Maged Elkady <maged.elkady@dormakaba.com>
Subject: RE: Dormakaba scope of work (Supply & install Dormakaba Huppe movable acoustic unfinished partitions + steel supports) for Dorchester Hotel -

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Hi Maged,

As discussed and as per your confirmation that the fabrication of movable partitions were completed based on the approvals received from AHK, please share the approved drawings for the meeting room partitions too along with any other correspondences.

Also, please advise if you can include the final finish also in your scope and submit the price. The detail of finish is mentioned in the attached drawing and if you require any further details, we can assist on the same.

Regards,

خانصاحب KHANSAHEB

Anil Kumar Kariyappa
Quantity Surveyor
E anil.morabad@khansaheb.ae | M +971 56 369 1734 | T +971 4 605 7200
www.khansaheb.ae

From: Maged Salah <maged.salah@dormakaba.com>
Sent: 18 August 2022 05:27 PM
To: Shari Reji <shari.reji@khansaheb.ae>; Shervin Parsa <shervin.parsa@dormakaba.com>
Cc: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>; DinilKumar Pavithran <dinilkumar.p@dormakaba.com>; Saumya Varghese <saumya.varghese@dormakaba.com>; Carrie Taganas <carrie.taganas@dormakaba.com>; Karim Ibrahim <karim.ibrahim@dormakaba.com>; Faizal Abdul Azeez <faizal.pa@dormakaba.com>; Maged Elkady <maged.elkady@dormakaba.com>
Subject: Dormakaba scope of work (Supply & install Dormakaba Huppe movable acoustic unfinished partitions + steel supports) for Dorchester Hotel -
Importance: High

Greetings Shari ,

We apologize for the late reply since all depts have to put their feedback of this project as its on our system showing ***critical status .!!***

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(4)

Mithun Vallar Veetil

Subject: FW: Dormakaba scope of work (Supply & install Dormakaba Huppe movable acoustic unfinished partitions + steel supports) for Dorchester Hotel -

From: Maged Salah <maged.salah@dormakaba.com>
Sent: 29 August 2022 03:12 PM
To: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Shervin Parsa <shervin.parsa@dormakaba.com>
Cc: Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>; DinilKumar Pavithran <dinilkumar.p@dormakaba.com>; Saumya Varghese <saumya.varghese@dormakaba.com>; Carrie Taganas <carrie.taganas@dormakaba.com>; Shari Reji <shari.reji@khansaheb.ae>; Karim Ibrahim <karim.ibrahim@dormakaba.com>; Faizal Abdul Azeez <faizal.pa@dormakaba.com>; Maged Elkady <maged.elkady@dormakaba.com>; Anitha Kumari <anitha.kumari@khansaheb.ae>
Subject: RE: Dormakaba scope of work (Supply & install Dormakaba Huppe movable acoustic unfinished partitions + steel supports) for Dorchester Hotel -
Importance: High

Hello Mr Anil

Kindly find attached the revised final quote as requested below

Assuring you of our best cooperation @ all times & to hearing from you shortly positively to move further

Kind Regards

dormakaba Gulf FZE

Maged Salah

Country Sales Manager
Movable Walls UAE
M. +971503845901
maged.salah@dormakaba.com
www.dormakaba.com/mea

From: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>
Sent: Monday, August 29, 2022 12:17 PM
To: Maged Salah <maged.salah@dormakaba.com>; Shervin Parsa <shervin.parsa@dormakaba.com>
Cc: Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>; DinilKumar Pavithran <dinilkumar.p@dormakaba.com>; Saumya Varghese <saumya.varghese@dormakaba.com>; Carrie Taganas <carrie.taganas@dormakaba.com>; Shari Reji <shari.reji@khansaheb.ae>; Karim Ibrahim <karim.ibrahim@dormakaba.com>; Faizal Abdul Azeez <faizal.pa@dormakaba.com>; Maged Elkady <maged.elkady@dormakaba.com>; Anitha Kumari <anitha.kumari@khansaheb.ae>
Subject: RE: Dormakaba scope of work (Supply & install Dormakaba Huppe movable acoustic unfinished partitions + steel supports) for Dorchester Hotel -

CAUTION: This email originated from outside of the organization. Do not follow guidance, click links, or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Maged,

Further to our discussion the other day, the advance payment received from AHK also should be reflected on the quote as we are submitting the same to Omniyat.

Khansaheb Civil Engineering L.L.C.

dormakaba

Please indicate:
Customer 5009988
Quotation Number 1200448665 Rev. 03
Quotation Date 29.08.2022

dormakaba Middle East LLC, P.O. Box 121732, Dubai, U.A.E

Your Inquiry Number DG71/2709
Your Inquiry Date 26.08.2022
Your Contact Maged Salah
Telephone +971(0)48020377
Email maged.salah@dormakaba.com
Sales Person MAGED SALAH

KHANSAHEB
DUBAI

Ship-to-Party

KHANSAHEB
DUBAI

Quotation

Project(s): DORCHESTER HOTEL

Thank you for your enquiry. We look forward to receiving your order. The delivery dates are only approximate and are based upon the date of enquiries stock subject to prior sales.

The quotation is valid until 28.09.2022.

Item	Article Description of Goods	Quantity	UOM	Short description	Type	Unit Price AED	Del. date Amount AED
10	5503272	1	SET	VARIFLEX SOLID 100			
					Net price manual	430,300.00	430,300.00
					Output Tax	5.00 %	21,515.00
	ITEM: VARIFLEX SOLID 100K (MANUAL)				Total incl. Taxes		451,815.00

POS. # 1 (Wall A) Ballroom
Qty: 1 no.
Edge Type: K
Element Thickness: 100
Width: 19,034 mm
Height: 5,900 mm
Sound Insulation Value: Rw 53 dB(Laboratory Value)
Weight per square meter: 50 Kgs.
Track System: SR800 Tracks
Roller Suspension: 2 - Point System
Full Wall Elements (VE): 14 nos.
Telescopic Element (TE): 2 nos.
Wall Abutment (WA): 1 no.
Lock Profile (SL): 1 no.
Surface Finish: MDF Unfinished Panels
Price for Wall A: AED 254,100.00

POS. # 2 (Wall B) Meeting Room
Qty: 1 no.
Edge Type: K
Element Thickness: 100
Width: 8,025 mm
Height: 2,890 mm
Sound Insulation Value: Rw 53 dB(Laboratory Value)
Weight per square meter: 50 Kgs.
Track System: R - Tracks

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Khansaheb Civil Engineering L.L.C.

dormakaba

KHANSAHEB
DUBAI

Quotation Number	1200448665	Rev. 03
Your Inquiry Numbe	DG71/2709	
Your Inquiry Date	26.08.2022	

Quotation

Item	Article Description of Goods	Quantity	UOM	Short description	Type	Unit Price AED	Del. date Amount AED
	Roller Suspension: 1 - Point System Full Wall Elements (VE): 8 nos. Telescopic Element (TE): 1 no. Wall Abutment (WA): 1 no. Lock Profile (SL): 1 no. Surface Finish: MDF Unfinished Panels **Price for Wall A: AED 48,700.00** Including Supply and Installation of Steel Structure Support: - 2m Drop for 1 no. Ballroom partition (Wall A) - 1m Drop for 2 nos. Walls Meeting Room partitions (Wall B) **Price for Standard Veneer Finish: AED 127,500.00**						
					Deduction: (Advance received from AHK)		***64,050.00***
					Total excl. Taxes		366,250.00
					Output Tax	5.00 %	18,312.50
					TOTAL incl. Taxes		384,562.50
						Total amount	**384,562.50**

Amount Chargeable (in words)
AED THREE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED SIXTY TWO & FIFTY FILS ONLY

Terms of Payment – Refer to General Terms of Supply
Terms of Delivery CIF DUBAI

Conditions of Sale
No Order accepted for cancellation after written order confirmation.
No order may be cancelled except by written consent on terms indemnifying Dormakaba against all losses.
A cancellation fee of 50% of the order value will be charged on orders cancelled after acceptance of order.
Orders not collected or delivered within one month of due date will incur storage charges of 5% per month.
Goods delivered not entitled for return. Goods accepted for return by written agreement will incur a restocking charge of 30% of goods value.

Our goods and services are subject to applicable rates for VAT as per country legislation at time of invoice raised.

The dates mentioned per line item are estimated delivery times as per incoterms.

If account is under Credit block, delivery dates will be affected.

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Khansaheb Civil Engineering L.L.C.

KHANSAHEB
DUBAI

Quotation Number 1200448665 Rev. 03
Your Inquiry Numbe DG71/2709
Your Inquiry Date 26.08.2022

General Terms of Supply

1. The above offer is in AED (United Arab Emirates Dirhams) on CIF Dubai basis and includes the following:
–Custom Duty
–Clearing & Handling Charges
–Delivery to Site
–Installation.
2. All I-Beams / Steel Support structure wherever required to be supplied and installed by dormakaba.
3. The above offer does not include Supply & Installation of any Pocket Doors.
4. The above offer excludes offloading of materials at site.
5. Sound barrier above tracks to be supplied and installed by others.
6. A suitable, safe, covered & secured Storage Area to store the materials must be arranged by Customer/ Main Contractor for safe storage of the partitions until installation.
7. All Electrical Wiring, Supply and Installation of Electrical Sockets as required for the proper installation of the system to be supplied and installed by others.
8. All Civil works, Structural works, False Ceiling, Flooring, etc. is not included in our scope of work.
9. All necessary Scaffolding, Cranage, Free & Uninterrupted Access to site & Storage etc. to be provided by Customer/ Main Contractor.
10. The Sound Insulation Values quoted above are Laboratory Values determined in accordance with DIN EN 20140-3.Due to flanking paths in all the surrounding construction, the on-site Acoustic Performance will be lower than the Laboratory Value. Dorma does not guarantee the on-site Acoustic Performance of Movable Walls.
We however recommend that the surrounding Construction (Ventilation ducts, Cable Shafts, Fire Fighting Service, Acoustic Bulkhead, Sound Barrier above Tracks, Side Walls, Flooring, etc.) are built to match or exceed the Acoustic Performance of the Movable Partitions. This will help to achieve optimum Acoustic Performance at site. Field Testing is not included in our scope of work.
11. Delivery: The product is already manufactured & ready for delivery as per the approved MAS and drawings. Any changes in the approved dimensions will be considered as a variation.
12. Warranty: The above product is warranted for a period of 1 year from the date of delivery against any manufacturing defects.
13. Payment: 65% Advance; 30% against Material delivery – by Letter of Credit; 5% against Completion of Installation – by Letter of Credit.
14. Our offer is subject to DORMA General Terms & Conditions of Business. A copy of which can be provided upon request.

خانصاحب للهندسة المدنية ذ.م.م.
Khansaheb Civil Engineering L.L.C.

5

Subject: FW: Dorchester Hotel and Residences - Structural calculations for movable partition

From: DinilKumar Pavithran <dinilkumar.p@dormakaba.com>
Sent: 17 September 2022 03:49 PM
To: Nanjappa <nanjappa.pd@khansaheb.ae>; Maged Salah <maged.salah@dormakaba.com>
Cc: Sukesh Nair <sukesh.nair@khansaheb.ae>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Masco Thangaraju <masco.thangaraju@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Karim Ibrahim <karim.ibrahim@dormakaba.com>
Subject: RE: Dorchester Hotel and Residences - Structural calculations for movable partition

Dear Nanjappa,

Please find the attached below requested documents

- Steel structural Design and Calculations for WALL-A
- Framing Drawing for WALL-A
- Staad File for WALL-A

As per our proposal only typical Steel structural drawing for one wall is included . If you need WALL-B (meeting room 1) , @Maged Salah should approve it commercially .

Regards,

Dinilkumar Pavithran
Project Manager – Access Solutions
dinilkumar.p@dormakaba.com
www.dormakaba.com/mea
dormakaba
dormakaba Gulf FZE | PO Box 17268, Jebel Ali South | Dubai, United Arab Emirates
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Khansaheb Civil Engineering L.L.C.

(6)

Anil Kumar Kariyappa

From: Anil Kumar Kariyappa
Sent: 17 September 2022 16:02
To: DinilKumar Pavithran; Nanjappa; Maged Salah
Cc: Sukesh Nair; Anitha Kumari; Masco Thangaraju; Karim Ibrahim
Subject: RE: Dorchester Hotel and Residences - Structural calculations for movable partition

Hi Dinil,

When you mention "As per our proposal", can you please advise in which section of the offer your statement in the trailing mail is defined?

Please be informed that it was agreed with Mr. Maged that all the works pertaining to the movable partitions will be carried out by Dormakaba including the steel supports and the finishes.

Should you have any queries, please call me.

Regards,

خانصاحب KHANSAHEB

Anil Kumar Kariyappa
Quantity Surveyor
E anil.morabad@khansaheb.ae | M +971 56 369 1734 | T +971 4 605 7200
www.khansaheb.ae

From: DinilKumar Pavithran <dinilkumar.p@dormakaba.com>
Sent: 17 September 2022 03:49 PM
To: Nanjappa <nanjappa.pd@khansaheb.ae>; Maged Salah <maged.salah@dormakaba.com>
Cc: Sukesh Nair <sukesh.nair@khansaheb.ae>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Masco Thangaraju <masco.thangaraju@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Karim Ibrahim <karim.ibrahim@dormakaba.com>
Subject: RE: Dorchester Hotel and Residences - Structural calculations for movable partition

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- Staad File for WALL-A

As per our proposal only typical Steel structural drawing for one wall is included . If you need WALL-B (meeting room 1) , @Maged Salah should approve it commercially .

Regards,

Dinilkumar Pavithran
Project Manager – Access Solutions
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7

Subject: FW: Dorchester Hotel and Residences - Structural calculations for movable partition

From: DinilKumar Pavithran <dinilkumar.p@dormakaba.com>
Sent: Saturday, September 17, 2022 4:41 PM
To: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Nanjappa <nanjappa.pd@khansaheb.ae>; Maged Salah <maged.salah@dormakaba.com>
Cc: Sukesh Nair <sukesh.nair@khansaheb.ae>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Masco Thangaraju <masco.thangaraju@khansaheb.ae>; Karim Ibrahim <karim.ibrahim@dormakaba.com>
Subject: RE: Dorchester Hotel and Residences - Structural calculations for movable partition

Dear Anil,

Please note that steel structure and finishes are already included in the offer .

However, usually we will submit only one typical design & calculation if there are many walls.

@Maged Salah – Please confirm we need to submit design for WALL-B too.

Regards,

Dinilkumar Pavithran
Project Manager – Access Solutions
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Please consider the environment before printing this e-mail and any associated attachment

From: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>
Sent: Saturday, September 17, 2022 4:02 PM
To: DinilKumar Pavithran <dinilkumar.p@dormakaba.com>; Nanjappa <nanjappa.pd@khansaheb.ae>; Maged Salah <maged.salah@dormakaba.com>
Cc: Sukesh Nair <sukesh.nair@khansaheb.ae>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Masco Thangaraju <masco.thangaraju@khansaheb.ae>; Karim Ibrahim <karim.ibrahim@dormakaba.com>
Subject: RE: Dorchester Hotel and Residences - Structural calculations for movable partition

8

From: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>
Sent: Wednesday, September 28, 2022 5:29 PM
To: Karim Ibrahim <karim.ibrahim@dormakaba.com>; Maged Salah <maged.salah@dormakaba.com>
Cc: Sukesh Nair <sukesh.nair@khansaheb.ae>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Masco Thangaraju <masco.thangaraju@khansaheb.ae>; DinilKumar Pavithran <dinilkumar.p@dormakaba.com>; Nanjappa <nanjappa.pd@khansaheb.ae>; Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>; Mithun Vallar Veetil <mithun.vallarveettil@khansaheb.ae>
Subject: RE: Dorchester Hotel and Residences - Structural calculations for movable partition

CAUTION: This email originated from outside of the organization. Do not follow guidance, click links, or open attachments unless you recognize the sender and know the content is safe.

Hi Karim,

As discussed, please find attached with updated comments and look forward to closing the discussions and processing the order.

Regards,

خانصاحب KHANSAHEB

Anil Kumar Kariyappa
Quantity Surveyor
E anil.morabad@khansaheb.ae | M +971 56 369 1734 | T +971 4 605 7200
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Project: Dorchester Hotel & Residences

Dormakaba's Response to the minutes of the Poster Tender Meeting for the Movable Partition Works

KCE Ref. Email 14th September 2022

23 September 2022

Item	Minute	Page No. in letter	Dormakaba's comment 19.09.22	KCE Comment 23.09.22	Dormakaba's comment 28.09.22	KCE's comment 28.09.22
1	Meeting date & discussions held.	1 of 23	The meeting was not yet held to review K07; We agreed to conduct meeting after sharing the K07 and we will discuss & finalize on next meeting. The last meeting on 12/09/22 was only clarify few technical points and joint site walk to check the measurements	It was agreed with Maged that the draft will be issued and any comments will be issued by Dorma. The meeting held on 23.09.22 will be updated in the list of correspondence.	Closed	Closed
2.2.2	SC confirmed its tender price as: AED 366,250.00	2 of 23	To be verified by Maged	As per the submitted Quote.	Closed	Closed
2.3.2	KCE and SC agreed that the Advance Payment would be N/A % of the Subcontract price.	2 of 23	To be discussed	Refer to item C.13 below for payment terms which can be agreed.	Dorma to check & confirm. Please Refer C.13 comments	Closed. Please Refer C.13 comments.
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.	3 of 23	Dorma have allowed for 1 year warranty from the date of completion and approval from the consultant.	KCE has reviewed this with the team and the warranty for 1 year (365 days) is acceptable, however, the warranty period will start from the date of receipt of TOC from Client.	Dorma to review and confirm. Agreed and closed	Closed.
2.3.6	SC agreed to provide a Collateral Warranty if required Yes	3 of 23	NO , We didn't agreed for the Collateral Warranty	Noted. Agreed. If requested by the Client, Dorma to discuss with the Client.	Closed.	Closed.
2.3.8	KCE and SC agreed that the following insurances are to be provided: Workmen's Compensation S/C Plant & Equipment S/C Professional Indemnity N/A CAR / Third Party Employer	3 of 23	Should be by KCE.	Dorma are not providing any plant & equipments for their works and so the insurances for the plants to be used on site will be by KCE. Dorma confirmed that they have insurances for all the vehicles used for their operatives commuting.	Closed.	Closed.
2.4	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	3 of 23	Dorma mentioned that they can agree on payment terms either through PDC, CDC or with LC with all costs pertaining to LC to be borne by Dorma.	Refer to item C.13 below for payment terms which can be agreed.	Dorma to check & confirm. Please Refer C.13 comments	Closed. Please Refer C.13 comments.
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.	4 of 23	No programme attached.	KCE informed Dorma that their programme has to be discussed with KCE team and incorporated into the main programme to comply with the completion date.	Agreed to comply with the programme requirements. Closed.	Closed.

23 September 2022

Dormakaba's Response to the minutes of the Poster Tender Meeting for the Movable Partition Works
KCE Ref. Email 14th September 2022

Item	Minute	Page No. in letter	Dormakaba's comment 19.09.22	KCE Comment 23.09.22	Dormakaba's comment 28.09.22	KCE's comment 28.09.22
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.	4 of 23	Back to back is not acceptable..	KCE enquired from the SC that the submitted offer is fully technically and commercially compliant with the approved shop drawing, material submittal and the the issued tender enquiry.	Dorma to check & confirm. Any chnages in the previously approved materials will be considered as VO	Closed. Change Management already agreed under 4.4 & 4.5.
2.5.4	The SC confirmed that 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.	4 of 23	we dont have a copy of the main contract and BACK TO BACK is not acceptable	KCE enquired from the SC that the submitted offer is fully technically and commercially compliant with the approved shop drawing, material submittal and the the issued tender enquiry.	Dorma to check & confirm. Any chnages in the previously approved materials will be considered as VO	Closed. Change Management already agreed under 4.4 & 4.5.
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	4 of 23	K05 form is not shared with us.	K05 was issued with the draft which was again discussed and agreed during the meeting.	Closed.	Closed.
3.5	SC confirmed that his tender is fully compliant with all applicable Building Standards, Statutory Authority Regulations, Civil Defence and Municipality requirements etc.	5 of 23	Not agreed and contradicting with point 5.1. Mention this clause is not applicable. The movable partition is not fire rated and so the authority regulations are not applicable.	KCE informed that the item 5.1 will be changed to "Yes". The movable partition is not fire rated, however, the materials used in the supply & installation of the partition are to be in compliance with the authority requirements. Use of any material which is not acceptable by the authorities will not be acceptable.	Dorma to check & confirm. Materials of the aprtition already approved previously , there is no sch requirments of civil defence or Municipality related to the supplied partitions, this is discussed during the meeting and agreed to put it as NA , clause 5.1 to remain NO	Noted. Subject to Consultant / Engineer's Approval.
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.	5 of 23	Not Agreed. Strike off "that KCE may withhold payments"	KCE infromed SC that the payments will be made as per the agreed payment terms and the SC should submit the As-built drawings, O&M manuals and other close out documentation as per the Client requirment and as per the dates advised by KCE.	Closed.	Closed.
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.	6 of 23	VO won't be executed with out LPO & 100% advance payment.	KCE informed that since an existing order will be available, KCE will issue written instructions to proceed with the variation works and the payments will be made as per the agreed terms in the subcontract. Price approval to be issued with the written instructions.	Dorma to check & confirm. Closed	Closed.
4.5	SC agreed to proceed with all instructions issued by the above named persons, including cases where the value has not been agreed.	6 of 23	This cannot be agreed, all instructions issued should be formalized with PO with agreed value before we proceed	KCE informed that since an existing order will be available, KCE will issue written instructions to proceed with the variation works and the payments will be made as per the agreed terms in the subcontract. Price approval to be issued with the written instructions.	Dorma to check & confirm. Closed	Closed.
6.5, 6.6, 6.7	SC confirmed that it would submit a detailed programme for approval within: 7 days from receipt of an LOI. SC confirmed that it would submit a resource histogram for labour & plant within: 7 days from receipt of an LOI. SC confirmed that it would submit procurement / submittal / shop drawing / information release schedules within: 7 days from receipt of an LOI.	8 of 23	To be discussed and agreed.	KCE informed that the detailed programme, resource histogram for labour and procurment, submittal, shop drawings are to be coordinated with KCE site team and provide the required details.	Closed.	Closed.
6.8	SC confirmed that it would commence the production of shop / design drawings on receipt of the IFC drawings from KCE.	8 of 23	DME will share the production shop drawing based on previous approval from AHK	KCE informed SC that all the previously approved drawings are ok to proceed with. Any drawings, submittals in "resubmit", "rejected" status have to be resubmitted for consultant approval.	Closed. no objection to revalidate the drawings, However, As discussed in the meeting any changes on the previously approved sizes of the panels will have cost impact.	Noted. Subject to Consultant / Engineer's Approval.
6.9	SC agreed to provide a comprehensive schedule of long lead items for KCE's review including all documentation to evidence that all suppliers / manufactures are working toward the agreed programme dates: N/A S/C Confirmed no long lead in items	8 of 23	Finishes to be approved to advice the lead time.	KCE enquired about the lead time to procure the finished panels upon approval from the consultant.	Dorma confirmed that the material procurement for finishes panels is circa 2-3 weeks upon approval from the consultant. Agreed and closed	Closed.

Khansaheb Civil Engineering L.L.C.

Project: Dorchester Hotel & Residences

Dormakaba's Response to the minutes of the Poster Tender Meeting for the Movable Partition Works

KCE Ref. Email 14th September 2022

23 September 2022

Item	Minutes	Page No. in letter	Dormakaba's comment 19.09.22	KCE Comment 23.09.22	Dormakaba"s comment 28.09.22	KCE's comment 28.09.22
7.1, 7.2	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. 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.	9 of 23	To be discussed & agreed.	KCE informed this section refers to competitive personnel to be allocated on the project for the completion of works as per KCE standards.	Agreed. Closed.	Closed.
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.	10 of 23	Safety officer cannot be provided.	KCE informed SC if there is no Safety officer available, the Project Manager allocated on the project should make sure that the works are carried out in compliance with KCE's standard safety policies and all the other personnel from Dorma to report the safety issues to the Project Manager.	Agreed. Closed.	Closed.
12.00	Attachments No. of continuation pages: 1 Appendix 1 - Relevant Correspondence: Yes Appendix 2 - Tender Clarification Schedule / hand marked copy of SC tender: Yes Appendix 3 - KDS Summary of Attendances: Yes Appendix 4 - Programme of Works: Yes	12 of 23	Not available.	Refer to section 2.4.6 above for programme of works. Relevant correspondence enclosed in Appendix-1 and will be updated with further correspondences.	Agreed. Closed.	Closed.
TENDER CLARIFICATION SCHEDULE						
B.8	If account is under Credit block, delivery dates will be affected	19 of 23	credit block will be applicable in case of overdue payments	KCE informed SC that Dorma cannot hold the works due to delayed payments on other projects. All the payments on Dorchester will be made as per the agreed payment terms.	Dorma to check & confirm. Credit Block related only to the outstanding payments in this project Closed	Closed.
C.5	Sound barrier above tracks to be supplied and installed by others.	20 of 23	Dormakaba will coordinate and advise others in the best practices of installing the barriers however we hold no responsibility regarding the performance and quality of the works	Noted. Dorma to coordinate with the other trades and make sure all the necessary parameters to achieve the acoustic rating are addressed and completed on site.	Dorma to check & confirm. Dormakaba will coordinate with other trades However the quality and performance of the Tracks and sound barrier is not Dormakaba responsibility	Supply & installation of tracks are part of Dorma's scope. Sound barrier installations will be by others and will be carried out based on Dorma's recommendations. Closed.
C.10	The Sound Insulation Values quoted above are Laboratory Values determined in accordance with DIN EN 20140-3.Due to flanking paths in all the surrounding construction, the on-site Acoustic Performance will be lower than the Laboratory Value. Dorma does not guarantee the on-site Acoustic Performance of Movable Walls. We however recommend that the surrounding Construction (Ventilation ducts, Cable Shafts, Fire Fighting Service, Acoustic Bulkhead, Sound Barrier above Tracks, Side Walls, Flooring, etc.) are built to match or exceed the Acoustic Performance of the Movable Partitions. This will help to achieve optimum Acoustic Performance at site. Field Testing is not included in our scope of work.	20 of 23	Dormakaba will not hold any responsibility for any charges regarding redoing the on site testing or repeating due to failure	Noted. The third party tests will be conducted by Client. Dorma and all the other trades involved in the Ball room & Meeting rooms to make sure all the necessary parameters to achieve the acoustic rating are addressed and completed on site.	Dorma to check & confirm. Dormakaba will coordinate with other trades However the quality and performance of the Tracks and sound barrier is not Dormakaba responsibility	Supply & installation of tracks are part of Dorma's scope. Sound barrier installations will be by others and will be carried out based on Dorma's recommendations. Closed.
C.12	Warranty: The above product is warranted for a period of 1 year from the date of delivery against any manufacturing defects.	20 of 23	What is the requirements as per the spcs and tender ? our offer includes standard 1 year warranty, any extended warranty requirements will be with extra charges.	KCE informed SC that the warranty requirements are subject to Client's approval.	Dorma to check & confirm. closed please refer clause 2.3.5 Our offer includes standard warranty of 1 year any extension requirments will be with extra cost	Closed.

Project: Dorchester Hotel & Residences

Dormakaba's Response to the minutes of the Poster Tender Meeting for the Movable Partition Works

23 September 2022

KCE Ref. Email 14th September 2022

Item	Minute	Page No. in letter	Dormakaba's comment 19.09.22	KCE Comment 23.09.22	Dormakaba's comment 28.09.22	KCE's comment 28.09.22
C.13	Payment: 65% Advance; 30% against Material delivery - by Letter of Credit; 5% against Completion of Installation - by Letter of Credit.	20 of 23	80% on delivery 293,000 AED 10% installation 36,625 5% retention released on HO date 18,312.5 5% retention released after DLP 1 year 18,312.5	1. 30% advance payment- subject to receipt of advance payment bond. 2. 40% upon material delivery- subject to MIR approval from the consultant and verification of full quantity of material. 3. 20% upon installation- subject to Work Inspection approval from the consultant. 4. 5% retention- to be release upon receipt of TOC from Client. 5. 5% retention- to be released upon receipt of Performance Certificate. All the progress payments to be made with CDC within 60 days from the month end invoice.	Dorma to check & confirm. 1. 40% advance payment- subject to receipt of advance payment bond. 2. 40% upon material delivery- subject to MIR approval from the consultant and verification of full quantity of material. 3. 10% upon installation- subject to Work Inspection approval from the consultant. 4. 5% retention- to be release upon receipt of HO from KCE. 5. 5% retention- to be released upon receipt of Performance Certificate. All the progress payments to be made with CDC within 60 days from the month end invoice.	Proposed payment terms cannot be changed as we have already taken a fair view on the same. 1. 30% advance payment- subject to receipt of advance payment bond. 2. 50% upon material delivery- subject to MIR approval from the consultant and verification of full quantity of material. 3. 10% upon installation- subject to Work Inspection approval from the consultant. 4. 5% retention- to be release upon receipt of TOC from Client. 5. 5% retention- to be released upon receipt of Performance Certificate. All the progress payments to be made with CDC within 60 days from the month end invoice.
Appendix-3	K05- Summary of Attendances & Facilities	21 to 23 of 23	Comments on K05 Summary of Attendances & Facilities	K05 revised and attached as per agreement during the meeting discussions.	Dorma to check & confirm. As per the comments discussed during the meeting dated 23.09.2022	Closed.
TRADE CHECKLISTS FOR DEMOUNTABLE PARTITIONS						
2.	Check that the subcontractor has allowed for the ironmongery to match the rest of the project (unless not required by the Client).	1 of 1	Ironmongery is not in our scope , pocket door should be by client (it was under AHK scope)	KCE informed all the necessary, fittings, tracks, fixtures and supports required for the installation & operation of the movable partititon will be provided by Dorma. The ironmongeries required for pocket door will be by KCE.	Dorma to check & confirm. Dormakaba scope is only the installation of the partitions, tracks and any other fittings is not in Our scope	KCE comments dated 23.09.22 are valid. Closed.
4.	Confirm that Subcontractor is responsible for the protection after the works are complete.	1 of 1	until approval only, then it will be KCE responsibility.	KCE informed SC that all the necessary protections until completion, approval from consultant and handover to KCE will be by Dorma.	Dorma to check & confirm. Protection of the panels by covering it only, any area closure required will be handled by KCE Closed	Closed.
6.	Check that the subcontractor has been issued with the specifications of abutting trades (e.g. ceilings/raised floors) and confirm that their system allows for taking up the permitted tolerances within these specifications.	1 of 1	As per the current site condition we cannot confirm the dimensions now. However, KCE site team agreed to provide the clearance as per the approved drawings .	KCE informed SC to check the site upon clearance from KCE.	Dorma to check & confirm. Closed	Closed.
9.	Subcontractor must submit As-Built Drawings, O&M Manuals and all required Guarantees & Warrantees by a date agreed during the post tender review meeting.	1 of 1	Our warranty with AHK was one year from TOC . Maged to confirm any extra years offered for KCE	Refer to section 2.3.5 above for agreement.	Dorma to check & confirm. Section 2.3.5 Closed	Closed.
10.	Check that all acoustic requirements have been met including the subcontractor confirming that the perimeter fixing details also comply.	1 of 1	we can only confirm our partition is comply with 55db factory tested . On site we can't confirm	KCE informed SC that the acoustic requirement has to be achieved on site. All the SC's involved in Ball room & Meeting room works are liable to advise the parameters required to achieve the acoustic rating. This has to be discussed, coordinated and completed on site by all the SC's to make sure the acoustic rating is achieved.	Dorma to check & confirm. we can only confirm our partition is comply with 55db factory tested this will be reduced due to teh enviromental factors on site, Dormakaba will coordinate and advise the parameteres for the best practices with no responsibility toward others work that it will achieve the required Acoustic rating	Noted. Subject to Consultant / Engineer's Approval.

Khansaheb Civil Engineering L.L.C. خنصاهب للهندسة المدنية ذ.م.م

(9)

Mithun Vallar Veetil

Subject: FW: Dorchester Hotel and Residences - Structural calculations for movable partition

From: Karim Ibrahim <karim.ibrahim@dormakaba.com>
Sent: 03 October 2022 12:48 PM
To: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Maged Salah <maged.salah@dormakaba.com>
Cc: Sukesh Nair <sukesh.nair@khansaheb.ae>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Masco Thangaraju <masco.thangaraju@khansaheb.ae>; DinilKumar Pavithran <dinilkumar.p@dormakaba.com>; Nanjappa <nanjappa.pd@khansaheb.ae>; Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>; Mithun Vallar Veetil <mithun.vallarveettil@khansaheb.ae>
Subject: RE: Dorchester Hotel and Residences - Structural calculations for movable partition

Hi Anil,

I think all comments are closed now and we can proceed.
If there is any further comments lets discuss and close the subject.

Regards

dormakaba Gulf FZE

Karim Ibrahim Yehia PMP®-MBA
Sr. Project Manager Gulf

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Note: dormakaba offices in the UAE are closed on Saturdays and Sundays, following the new weekend.
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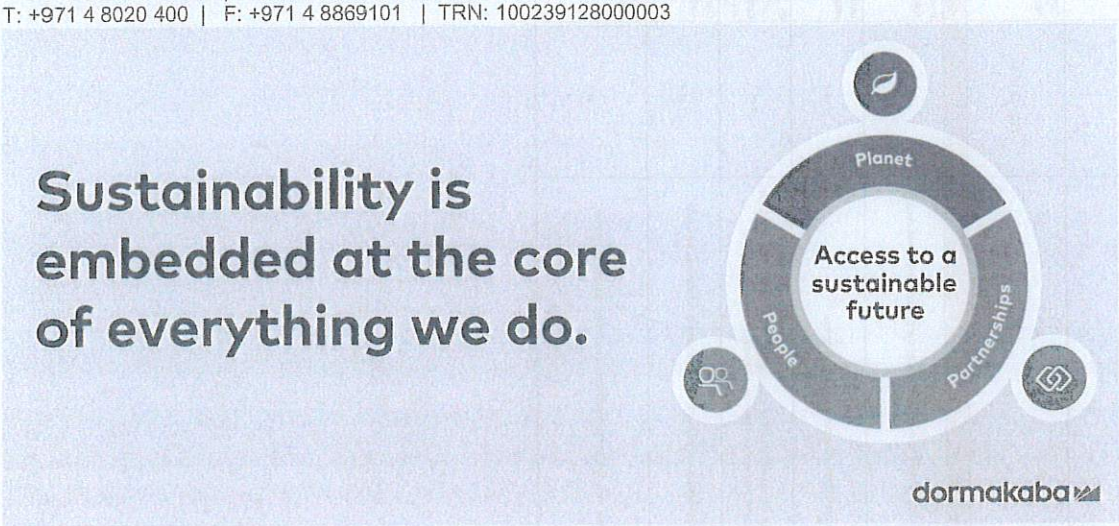

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Khansaheb Civil Engineering L.L.C.

خانصاحب
KHANSAHEB

APPENDIX 2
TENDER CLARIFICATION SCHEDULE & TRADE CHECK LIST

خانصاحب للهندسة المدنية ذ.م.م.
Khansaheb Civil Engineering L.L.C.

KHANSAHEB

KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

TENDER CLARIFICATION SCHEDULE

APPENDIX 2

Dormakaba Middle East LLC

Ref	Clarification / Qualification quote ref 1200448665 Rev. 03	KCE's Response dated 12.09.22	Dormakaba comments dated 19.09.22	KCE response 23.09.22	Dormakaba's comment 28.09.22	KCE's response 28.09.22	Final Agreement dated 03.10.22
A	Material Specifications						
	ITEM: VARIFLEX SOLID 100K (MANUAL)						
1	POS. # 1 (Wall A) Ballroom Qty: 1 no. Edge Type: K Element Thickness: 100 Width: 19,034 mm Height: 5,900 mm Sound Insulation Value: Rw 53 dB(Laboratory Value) Weight per square meter: 50 Kgs. Track System: SR800 Tracks Roller Suspension: 2 - Point System Full Wall Elements (VE): 14 nos. Telescopic Element (TE): 2 nos. Wall Abutment (WA): 1 no. Lock Profile (SL): 1 no. Surface Finish: MDF Unfinished Panels	KCE enquired from the SC about compliance with the drawings, specifications and other tender documents. SC confirmed full compliance. Finishes panels also included	Agreed & closed.				
2	POS. # 2 (Wall B) Meeting Room Qty: 1 no. Edge Type: K Element Thickness: 100 Width: 8,025 mm Height: 2,890 mm Sound Insulation Value: Rw 53 dB(Laboratory Value) Weight per square meter: 50 Kgs. Track System: R - Tracks Roller Suspension: 1 - Point System Full Wall Elements (VE): 8 nos. Telescopic Element (TE): 1 no. Wall Abutment (WA): 1 no. Lock Profile (SL): 1 no. Surface Finish: MDF Unfinished Panels	KCE enquired from the SC about compliance with the drawings, specifications and other tender documents. SC confirmed full compliance.	Agreed & closed.				
3	Including Supply and Installation of Steel Structure Support: - 2m Drop for 1 no. Ballroom partition (Wall A) - 1m Drop for 2 nos. Walls Meeting Room partitions (Wall B)	KCE enquired from the SC about compliance with the structural requirements, existing site condition, drawings, specifications and other tender documents. SC confirmed full compliance.	Agreed & closed.				
4	Price for Standard Veneer Finish: AED 127,500.00	KCE infomed SC that the submitted quote is inclusive of the required finish panels which is to match with HTL-WD-19 Walnut, finish as per the comments on the approved drawings.	Agreed & closed.				
B	Conditions of Sale:						
1	No Order accepted for cancellation after written order confirmation.	KCE informed SC that the basis of order is to complete the balance AHK package works and based on the approval from Client. Any cancellation of order shall be on back to back basis with the Client.	Agreed & closed.				
2	No order may be cancelled except by written consent on terms indemnifying Dormakaba against all losses	KCE informed SC that the basis of order is to complete the balance AHK package works and based on the approval from Client. Any cancellation of order shall be on back to back basis with the Client.	Agreed & closed.				
3	A cancellation fee of 50% of the order value will be charged on orders cancelled after acceptance of order	Not Acceptable.	Agreed & closed.				
4	Orders not collected or delivered within one month of due date will incur storage charges of 5% per month	Not Acceptable as the SC should comply with the programme requirements. KCE shall not be held responsible for the order issued by others previously.	Agreed & closed.				

KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING
TENDER CLARIFICATION SCHEDULE

APPENDIX 2
Dormakaba Middle East LLC

Ref	Clarification / Qualification quote ref 1200448665 Rev. 03	KCE's Response dated 12.09.22	Dormakaba comments dated 19.09.22	KCE response 23.09.22	Dormakaba's comment 28.09.22	KCE's response 28.09.22	Final Agreement dated 03.10.22
5	Goods delivered not entitled for return. Goods accepted for return by written agreement will incur a restocking charge of 30% of goods value	Not Acceptable. Goods must be delivered to site in compliance with the programme requirement. Material inspections for consultant review and approval should be raised by the SC.	Agreed & closed.				
6	Our goods and services are subject to applicable rates for VAT as per country legislation at time of invoice raised.	Noted. Agreed.	Agreed & closed.				
7	The dates mentioned per line item are estimated delivery times as per incoterms	Not Applicable as the material is already delivered and currently in SC's warehouse.	Agreed & closed.				
8	If account is under Credit block, delivery dates will be affected	KCE informed SC that the credit block cannot be acceptable and advised the SC to comply with the programme requirements.	credit block will be applicable in case of overdue payments	KCE informed SC that Dorma cannot hold the works due to delayed payments on other projects. All the payments on Dorchester will be made as per the agreed payment terms.	Dorma to check & confirm. Credit Block related only to the outstanding payments in this project Closed	Closed.	Agreed & closed.
C	General Terms of Supply						
1	The above offer is in AED (United Arab Emirates Dirhams) on CIF Dubai basis and includes the following: -Custom Duty -Clearing & Handling Charges -Delivery to Site -Installation.	KCE informed the SC that the materials are already procured and currently stored in SC's warehouse and the submitted offer is for the complete supply and installation of movable partitions.	Agreed & closed.				
2	All I-Beams / Steel Support structure wherever required to be supplied and installed by dormakaba.	KCE enquired from the SC about compliance with the structural requirements, existing site condition, drawings, specifications and other tender documents. SC confirmed full compliance.	Agreed & closed.				
3	The above offer does not include Supply & Installation of any Pocket Doors.	KCE informed the SC that if the pocket doors are not reflected on the drawings, specifications and issued tender documents then it shall be dealt with separately..	Agreed & closed.				
4	The above offer excludes offloading of materials at site.	Refer to K05 for summary of attendances and facilities. KCE will provide the available plant to offload the materials based on share basis only. Any horizontal movement of materials, manpower or any others resources shall be carried out by SC.	Agreed & closed.				
5	Sound barrier above tracks to be supplied and installed by others.	KCE informed SC that the sound barrier works to be carried out by others, however, SC to coordinate with all other trades for all the activities.	Dormakaba will coordinate and advise others in the best practices of installing the barriers however we hold no responsibility regarding the performance and quality of the works	Noted. Dorma to coordinate with the other trades and make sure all the necessary parameters to achieve the acoustic rating are addressed and completed on site.	Dorma to check & confirm. Dormakaba will coordinate with other trades However the quality and performance of the Tracks and sound barrier is not Dormakaba responsibility	Supply & Installation of tracks are part of Dorma's scope. Sound barrier installations will be by others and will be carried out based on Dorma's recommendations. Closed.	Agreed & closed.
6	A suitable, safe, covered & secured Storage Area to store the materials must be arranged by Customer/ Main Contractor for safe storage of the partitions until installation.	Refer to K05 for summary of attendances and facilities. KCE shall provide a necessary storage space only. SC to ensure that the delivered materials are stored safely until installation, approval and handover.	Agreed & closed.				
7	All Electrical Wiring, Supply and Installation of Electrical Sockets as required for the proper installation of the system to be supplied and installed by others.	KCE informed SC that the MEP provisions shall be provided by our MEP team, however, SC to coordinate with all other trades for all the activities.	Agreed & closed.				
8	All Civil works, Structural works, False Ceiling, Flooring, etc. is not included in our scope of work.	Noted. All the works pertaining to supply and installation of movable partitions including necessary supports and finishes shall be carried out by the SC in coordination with other trades.	Agreed & closed.				
9	All necessary Scaffolding, Cranage, Free & Uninterrupted Access to site & Storage etc. to be provided by Customer/ Main Contractor.	Refer to K05 for summary of attendances and facilities	Agreed & closed.				

Khansaheb Civil Engineering L.L.C.

KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING
TENDER CLARIFICATION SCHEDULE

APPENDIX 2
Dormakaba Middle East LLC

Ref	Clarification / Qualification quote ref 1200448665 Rev. 03	KCE's Response dated 12.09.22	Dormakaba comments dated 19.09.22	KCE response 23.09.22	Dormakaba's comment 28.09.22	KCE's response 28.09.22	Final Agreement dated 03.10.22
10	The Sound Insulation Values quoted above are Laboratory Values determined in accordance with DIN EN 20140-3. Due to flanking paths in all the surrounding construction, the on-site Acoustic Performance will be lower than the Laboratory Value. Dorma does not guarantee the on-site Acoustic Performance of Movable Walls. We however recommend that the surrounding Construction (Ventilation ducts, Cable Shafts, Fire Fighting Service, Acoustic Bulkhead, Sound Barrier above Tracks, Side Walls, Flooring, etc.) are built to match or exceed the Acoustic Performance of the Movable Partitions. This will help to achieve optimum Acoustic Performance at site. Field Testing is not included in our scope of work.	Not acceptable. If the Client appoints a third party to conduct the acoustic test, SC to address the comments pertaining to the movable partitions from the testing party.	Dormakaba will not hold any responsibility for any charges regarding redoing the on site testing or repeating due to failure	Noted. The third party tests will be conducted by Client. Dorma and all the other trades involved in the Ball room & Meeting rooms to make sure all the necessary parameters to achieve the acoustic rating are addressed and completed on site.	Dorma to check & confirm. Dormakaba will coordinate with other trades However the quality and performance of the Tracks and sound barrier is not Dormakaba responsibility	Supply & Installation of tracks are part of Dorma's scope. Sound barrier installations will be by others and will be carried out based on Dorma's recommendations. Closed.	Agreed & closed.
11	Delivery: The product is already manufactured & ready for delivery as per the approved MAS and drawings. Any changes in the approved dimensions will be considered as a variation.	KCE enquired from the SC about compliance with the drawings, specifications and other tender documents. SC confirmed full compliance.	Agreed & closed.				
12	Warranty: The above product is warranted for a period of 1 year from the date of delivery against any manufacturing defects.	KCE enquired from the SC about compliance with the warranty requirements as per the drawings, specifications and other tender documents. SC confirmed full compliance.	What is the requirements as per the spcs and tender ? our offer includes standard 1 year warranty, any extended warranty requirements will be with extra charges.	KCE informed SC that the warranty requirements are subject to Client's approval.	Dorma to check & confirm. closed please refer clause 2.3.5 Our offer includes standard warranty of 1 year any extension requirments will be with extra cost	Closed.	Agreed & closed.
13	Payment: 65% Advance; 30% against Material delivery - by Letter of Credit; 5% against Completion of Installation - by Letter of Credit.	Refer to K07 PTR Meeting Minutes for the payment terms agreement.	80% on delivery 293,000 AED 10% installation 36,625 5% retention released on HO date 18,312.5 5% retention released after DLP 1 year 18,312.5	1. 30% advance payment- subject to receipt of advance payment bond. 2. 40% upon material delivery- subject to MIR approval from the consultant and verification of full quantity of material. 3. 20% upon installation- subject to Work Inspection approval from the consultant. 4. 5% retention- to be release upon receipt of TOC from Client. 5. 5% retention- to be released upon receipt of Performance Certificate. All the progress payments to be made with CDC within 60 days from the month end invoice.	Dorma to check & confirm. 1. 40% advance payment- subject to receipt of advance payment bond. 2. 40% upon material delivery- subject to MIR approval from the consultant and verification of full quantity of material. 3. 10% upon installation- subject to Work Inspection approval from the consultant. 4. 5% retention- to be release upon receipt of HO from KCE. 5. 5% retention- to be released upon receipt of Performance Certificate. All the progress payments to be made with CDC within 60 days from the month end invoice.	Proposed payment terms cannot be changed as we have already taken a fair view on the same. 1. 30% advance payment- subject to receipt of advance payment bond. 2. 50% upon material delivery- subject to MIR approval from the consultant and verification of full quantity of material. 3. 10% upon installation- subject to Work Inspection approval from the consultant. 4. 5% retention- to be release upon receipt of TOC from Client. 5. 5% retention- to be released upon receipt of Performance Certificate. All the progress payments to be made with CDC within 60 days from the month end invoice.	Agreed & closed.
14	Our offer is subject to DORMA General Terms & Conditions of Business. A copy of which can be provided upon request.	Not applicable. All the terms shall be as per KCE's minor works order.	Agreed & closed.				

KCE	Commercial Trade Checklist for Demountable Partitions (also useful for sliding / folding partitions)	Form: TC-13 Rev: 0

Project Title: Dorchester Hotel & Residences, Business Bay
Subcontractor: Dormakaba Middle East LLC

Contract No.: 201A22002
Date: 12.09.22

No	Item	KCE Comments 12.09.22	Dormakaba's comment 19.09.22	KCE Comment 23.09.22	Dormakaba"s comment 28.09.22	KCE's comment 28.09.22	Final Agreement 03.10.22
1.	Agree storage areas.	Refer to K05.	Agreed & Closed				
2.	Check that the subcontractor has allowed for the ironmongery to match the rest of the project (unless not required by the Client).	Included by SC.	Ironmongery is not in our scope , pocket door should be by client (it was under AHK scope)	KCE informed all the necessary, fittings, tracks, fixtures and supports required for the installation & operation of the movable partititon will be provided by Dorma. The ironmongeries required for pocket door will be by KCE.	Dorma to check & confirm. Dormakaba scope is only the installation of the partitions, tracks and any other fittings is not in Our scope	KCE comments dated 23.09.22 are valid. Closed.	Agreed & Closed
3.	Confirm who is responsible for all fire barrier installation	Fire barrier above the movable partition by others.	Agreed & Closed				
4.	Confirm that Subcontractor is responsible for the protection after the works are complete.	Included by SC until approval from consultant and handover.	until approval only, then it will be KCE responsibility.	KCE informed SC that all the necessary protecti	Dorma to check & confirm. Protection of the panels by covering it only, any area closure required will be handled by KCE Closed	Closed.	Agreed & Closed
5.	Confirm the erection sequence to co-ordinate with Ceilings and MEP subcontractors.	SC agreed to coordinate with other trades and agree the sequence of works.	Agreed & Closed				
6.	Check that the subcontractor has been issued with the specifications of abutting trades (e.g. ceilings/raised floors) and confirm that their system allows for taking up the permitted tolerances within these specifications.	SC confirmed receipt of all the details pertaining to ball room and meeting room works and existing site conditions.	As per the current site condition we cannot confirm the dimensions now. However, KCE site team agreed to provide the clearance as per the approved drawings .	KCE informed SC to check the site upon clearan	Dorma to check & confirm. Closed	Closed.	Agreed & Closed
7.	Check whether partitions are to be mounted on top of floor finishes.	SC confirmed to have complied with the necessary mounting on floor finish.	Agreed & Closed				
8.	Check and clarify fixings at base and head e.g. to structural floor, raised floor, suspended ceilings or structural soffits etc.	SC confirmed to have included as required.	Agreed & Closed				
9.	Subcontractor must submit As-Built Drawings, O&M Manuals and all required Guarantees & Warrantees by a date agreed during the post tender review meeting.	SC agreed to submit all the As Built drawings, O&M Manuals and the required Guarantees as per the specification requirement.	Our warranty with AHK was one year from TOC . Maged to confirm any extra years offered for KCE	Refer to section 2.3.5 above for agreement.	Dorma to check & confirm. Section 2.3.5 Closed	Closed.	Agreed & Closed
10.	Check that all acoustic requirements have been met including the subcontractor confirming that the perimeter fixing details also comply.	SC confirmed to have complied with the acoustic requirement.	we can only confirm our partition is comply with 55db factory tested . On site we can't confirm	KCE informed SC that the acoustic requirement	Dorma to check & confirm. we can only confirm our partition is comply with 55db factory tested this will be reduced due to teh enviromental factors on site, Dormakaba will coordinate and advise the parameteres for the best practices with no responsibility toward others work that it will achieve the required Acoustic rating	Noted. Subject to Consultant / Engineer's Approval.	Agreed & Closed

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APPENDIX 3
K05 SUMMARY OF ATTENDANCES & FACILITIES

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

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Ref	Description	KCE	Sub-Contractor
4	Cranage & Hoisting		
4.1	Shared use of KCE tower cranes (if available on site)	✓	☐
4.2	Mobile cranes (If available on site)	✓	☐
4.3	Shared use of hoists and / or service lifts	✓	☐
4.4	Offloading Subcontractor's deliveries (within the areas identified in KCE's logistic / crane plan & within maximum crane lifting limits)	✓	☐
4.5	Offloading Subcontractor's deliveries (Outside of areas shown in KCE logistic / crane plan)	✓	☐
4.6	Loading out Subcontractor materials to the place of installation	☐	✓
4.7	Specialist lifting accessories i.e Spreader beams, frames etc	✓	☐
5	Access & Equipment		
5.1	Provision of small tools & hand held power tools (110 volt only)	☐	✓
5.2	Small mechanical plant & equipment	✓	☐
5.3	Driver operated plant & equipment (if required)	✓	☐
5.4	Operators for mechanical plant & equipment (if required)	✓	☐
5.5	Provision of fuel, water, gas and the like to power mechanical equipment	✓	☐
5.6	Mobile scaffold towers (where permitted by KCE SPM, see also 7.2)	✓	☐
5.7	Mechanical/electrical working platforms - scissor lifts, cherry pickers and the like	✓	☐
5.8	Independent access scaffold up to platform height of 3m by SC	✓	☐
5.9	Independent access scaffold platform height above 3m	✓	☐
5.10	Birdcages & specialist crash decks	✓	☐
5.11	Handrail edge protection	✓	☐
5.12	Debris netting & protection	✓	☐
5.13	Access stairs to the works	✓	☐
5.14	Task specific fire extinguishers where required (e.g. for hot works)	☐	✓
5.15	Task specific safety signage	☐	✓
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.	☐	✓
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.	☐	✓
7	Any Other Specific Facilities & Attendances Identified Below		
7.1	The SC shall use it best endeavours to ensure the collection & removal of recyclable waste materials generated by the Subcontractor (& its supply chain) is returned to source and not inlcuded in skips to be disposed off as waste.	☐	✓
7.2	MEWP's to be used wherever possible, mobile scaffold towers use to be approved by KCE SPM. Access requirment above 3m platform height will be provided by KCE.	✓	☐
7.3	High visibility vests with company name, designation	☐	✓
7.4	Safety Helmet with names/ designation	☐	✓
		☐	☐
8	Confined Space Works (only to extent applicable for the SC Works)		
8.1	Multi gas monitor	☐	✓
8.2	Rescue harness per entrant	☐	✓
8.3	Rescue tripods & winches	☐	✓
8.4	Mechanical ventilation, extraction & air movement equipment	☐	✓
8.5	Emergency rescue escape sets (for medium & high risk works).	☐	✓
8.6	Means of communication (e.g. Radio)	☐	✓

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

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Signed on behalf of the SC

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Date

خانصاحب للهندسة المدنية ذ.م.م
Khansaheb Civil Engineering L.L.C.

خانصاحب
KHANSAHEB

APPENDIX 4
BILL OF QUANTITIES

خانصاحب للهندسة المدنية ذ.م.م
Khansaheb Civil Engineering L.L.C.

KHANSAHEB CIVIL ENGINEERING L.L.C.
CONSTRUCTION DIVISION

خانصاحب KHANSAHEB

BILL OF QUANTITIES

CONTRACT NAME: Dorchester Hotel & Residences

Date : 10.10.22

CONTRACT NO : 201A22002

SUBCONTRACTOR: Dormakaba Middle East LLC

Item	Description	Quantity	Unit	Rate	Amount
1.0	POS. # 1 (Wall A) Ballroom Qty: 1 no. Edge Type: K Element Thickness: 100 Width: 19,034 mm Height: 5,900 mm Sound Insulation Value: Rw 53 dB(Laboratory Value) Weight per square meter: 50 Kgs. Track System: SR800 Tracks Roller Suspension: 2 - Point System Full Wall Elements (VE): 14 nos. Telescopic Element (TE): 2 nos. Wall Abutment (WA): 1 no. Lock Profile (SL): 1 no. Surface Finish: ~~MDF Unfinished Panels~~	1.00	item	254,100.00	254,100.00
2.0	POS. # 2 (Wall B) Meeting Room Qty: 1 no. Edge Type: K Element Thickness: 100 Width: 8,025 mm Height: 2,890 mm Sound Insulation Value: Rw 53 dB(Laboratory Value) Weight per square meter: 50 Kgs. Track System: R - Tracks Roller Suspension: 1 - Point System Full Wall Elements (VE): 8 nos. Telescopic Element (TE): 1 no. Wall Abutment (WA): 1 no. Lock Profile (SL): 1 no. Surface Finish: ~~MDF Unfinished Panels~~	1.00	item	48,700.00	48,700.00
1a,2a	Including Supply and Installation of Steel Structure Support: - 2m Drop for 1 no. Ballroom partition (Wall A) - 1m Drop for 2 nos. Walls Meeting Room partitions (Wall B)				
3.0	Extra-over for finished panel as per the comments on the drawing ref. AHK-ID-SD-GF-00625 rev 00.	1	item	127,500.00	127,500.00
4.0	Deduction: Advance paid previously by AHK	(1.00)	item	64,050.00	(64,050.00)
	TOTAL AMOUNT IN AED.				366,250.00

خانصاحب للهندسة المدنية ذ.م.م. Khansaheb Civil Engineering L.L.C.

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 Subcontractor 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 polices as set out in the Contractor's Worker Welfare Procedure.

(vii) The Subcontractor shall indemnify and hold harmless the Contractor, it's Shareholders, Directors, officers and employees in full and on demand from and against any and all labilities, 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.

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8 FEBRUARY 2016