

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

Ref: 201A22002/K100/KD/qa/0048
Arabian Profile Company Limited
P.O. Box 3195
Sharjah
United Arab Emirates
Tel No. 06 543 3195

03rd June 2022

Email. fadhel.salman@arabianprofile.com

Attn; Mr. Fadhel Salman- Head of Projects

Dear Sir,

Dorchester Hotel & Residences

Design, Supply, Installation of GRC Works - Post Tender Meeting

Further to the meetings held at our site offices on 28th April 2022, we enclose herewith for your information and further action the following;

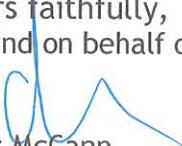
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|----|---|------------|
| 1. | Minutes of Kick off meeting | (14 pages) |
| 2. | Relevant Correspondence | (1 page) |
| 3. | Clarification Schedule / Trade Check List | (2 pages) |
| 4. | K5 Summary of Requirements | (2 pages) |
| 5. | Bill of Quantities | (16 page) |

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

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

Thank you for your attention.

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


Chris McCann
Senior Project Manager

Encl. as noted

KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Subcontractor (SC):	Arabian Profile Company Ltd	Meeting Date:	28.04.22
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Purpose of Meeting: To review the technical & commercial aspects of the Subcontractor's tender, to ensure the bid is compliant with the tender enquiry, ascertain if the Subcontractor has fully understood the scope of the package & has the current capacity to execute the works and manage any associated risks.

SCOPE OF WORK:

The design (to the extent defined in the Subcontract (which shall include the Previous Subcontract dated 14 May 2019)), procurement, fabrication, delivery, handling, offloading, distribution, installation, maintenance, testing and commissioning of all works associated with the GRC Works.

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name:	Arabian Profile Company Limited	Name:	Khansaheb Civil Engineering LLC
Address:	P.O Box 3195 Sharjah, UAE	Address:	P.O.Box 2716 Dubai, UAE
Tel No.	06 543 3195	Tel No.	04 605 7200

NAME (SC)		DESIGNATION	NAME (KCE)		DESIGNATION
Present:	Shafik Mouchantaf Deepak Pillai Fadhel Salman	General Manager Construction Manager Head of Projects	Present:	Chris McCann Kevin Davies	Senior Project Manager Commercial Manager

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:	Fadhel Salman
Position:	Head of Projects
Mobile No:	050 378 0370
Email:	fadhel.salman@arabianprofile.com

Correspondence:

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

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
2.0	Commercial Sufficiency		
2.1	<p>Khansaheb Tender Enquiry</p> <p>SC confirmed receipt of KCE tender Enquiry: Reference: F015/15.900.61b/33923/CDCT/0422 Dated: 26.04.22</p> <p>Further communication is listed in the Schedule of Relevant Correspondence attached in Appendix No. 1 of these minutes.</p>		
2.2	Validity of the Subcontractor's Tender		
2.2.1	The SC confirmed its tender reference dated 30.05.22 remained valid until 30.04.22	F015-15.900.61b-34029-CDCT-0522	
2.2.2	SC confirmed its tender price as:	AED 4,155,655.00	
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 4,155,655.00		
2.3	Insurance, Bonds & Warranties		
2.3.1	SC confirmed that an Advance Payment would not be required	Yes	
2.3.2	KCE and SC agreed that the Advance Payment would be N/A % of the Subcontract price.	N/A	
2.3.3	The Advance Payment will be recovered at N/A % of the gross amount certified to the SC in interim payment certificates, until the advance payment has been fully recovered.	N/A	
2.3.4	KCE and SC agreed that a Performance Bond would be N/A of the Subcontract price	N/A	See continuation page

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date			
2.4	Valuation & Payment continued					
2.4.6	If the SC fails to comply with the agreed programme (section 6) then Liquidated Damages / Penalties for the whole of the Works and any section, where applicable, will be applied in-line with the amounts under the Main Contract.		See continuation page			
2.4.7	KCE and SC agreed that the Defect Liability Period would be: <table border="1"><tr><td>365</td><td>days</td><td>from date of Taking over certificate</td></tr></table>	365	days	from date of Taking over certificate		
365	days	from date of Taking over certificate				
	Further commercial terms were recorded in the continuation sheets: <input checked="" type="checkbox"/> Yes					
2.5	Conditions of Contract					
2.5.1	Main Contract Project Description: All outstanding Works required to bring the Project known as the Dorchester Hotel & Residences to completion					
2.5.2	Form of Contract: <input checked="" type="checkbox"/> FIDIC first ed. 1999 Red Book as amended by Particular Conditions (see continuation sheet)					
2.5.3	KCE confirmed and the SC agreed that the Main Contract documents, including drawings, specifications and other schedules / appendices (excluding commercially sensitive information) are available for inspection by the SC.					
2.5.4	The SC confirmed that his offer is fully technically and commercially compliant with the Main Contract and any future Subcontract agreement will be performed on a back to back basis, except as noted herein.					
2.5.5	The SC confirmed that he has made due allowance for the above in his price.					
	Subcontract					
2.5.6	Form of Subcontract: <input checked="" type="checkbox"/> FIDIC Subcontract 2011 with Part II Particular Conditions					
2.5.7	KCE and SC agreed that the Subcontractor's tender qualifications, exclusions, attendances, terms and conditions are superseded by the amendments / agreements made in: <table border="1"><tr><td>Appendix 2 Clarification schedule</td></tr></table>	Appendix 2 Clarification schedule				
Appendix 2 Clarification schedule						
2.5.8	KCE and SC confirmed their responsibility for the provision of certain attendances / facilities by reviewing the K5 form. <table border="1"><tr><td>The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting</td></tr></table>	The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting				
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Item	Minute	Action by	Date
3.0	Design		
3.1	<p>The following design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>The SC's design responsibilities remain as set out in the Previous Subcontract ref 17001DH/SCA/D&B/40-4-4-ARB dated 14 May 2019 between RPJV and the Subcontractor.</p> <p>Replace the word 'design' in items 3.1 ~ 3.4 of these minutes with 'engineering'. The Subcontractors General Obligations are set out in the continuation page</p>		
3.2	<p>The following temporary works design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>The SC will be responsible for the design of any temporary works necessary to execute and complete the Subcontract Works.</p>		
3.3	The SC confirmed that his design, will be in accordance with the Tender and Main Contract documents and all design obligations shown and / or described therein are included.		
3.4	SC confirmed that it has sufficient and competent design resource available to deliver the above design responsibilities for this project.		
3.5	SC confirmed that his tender is fully compliant with all applicable Building Standards, Statutory Authority Regulations, Civil Defence and Municipality requirements etc.		
3.6	<p>SC confirmed that he has included for the provision of shop drawings:</p> <p>Yes</p>		
3.7	<p>SC agreed to provide all necessary as-built information and records:</p> <p>Yes</p>		
3.8	SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals:		
3.9	<p>Yes</p> <p>KCE confirmed and SC agreed that for the purposes of payment, unless the as-built details / O & M manuals and any other close out documentation to be provided by the SC are in compliance with the Subcontract, that KCE may withhold payments.</p>		

KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

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Item	Minute	Action by	Date								
4.0	Change Management										
4.1	<p>KCE confirmed and SC agreed that payment for additional work will not be made without prior written instruction from the following named persons:</p> <table> <thead> <tr> <th>Title</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Chris McCann</td> </tr> <tr> <td>Sr. Quantity Surveyor</td> <td>Saman Kulasooriya</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Title	Name	Project Manager	Chris McCann	Sr. Quantity Surveyor	Saman Kulasooriya				
Title	Name										
Project Manager	Chris McCann										
Sr. Quantity Surveyor	Saman Kulasooriya										
4.2	<p>KCE and SC agreed that the valuation of works on a daywork basis: will not be permitted on this contract.</p> <p>If permissible KCE and SC agreed that the rules of 4.1 above would apply and the SC would submit comprehensive record sheets within 24 hours of the work being carried out.</p>										
4.3	The SC agreed to promptly advise KCE, in writing, of the impact that any instruction may have on the Subcontract works and to comply with the requirements of the Subcontract in all cases.										
4.4	Instructions issued by the Client / Consultants direct to the Subcontractor should not be acted on, unless relating to H&S matters. The SC agreed to notify KCE in writing about any instruction issued by the client.										
4.5	SC agreed to proceed with all instructions issued by the above named persons, including cases where the value has not been agreed.										
5.0	Technical Sufficiency										
5.1	<p>SC stated that its tender was technically fully compliant with the tender enquiry documents including but not limited to specifications, drawings, BOQ etc. and all applicable Building Standards / Statutory Authority Regulations, including Civil Defence and Municipality requirements etc. current at the date of its tender.</p> <p>No</p> <p>If no, the variance were identified as; [refer to appendix 2 for a complete list of clarifications / agreements]</p> <p>Refer to the following sections of the Previous Subcontract: Client accepted Value Engineering (pages 189 ~194) Client commented Value Engineering (pages 195 ~ 198)</p>										

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

Item	Action by	Date	
5	Technical Sufficiency continued		
5.2	KCE and SC reviewed the KCE Trade Checklist: If yes, the following pertinent points were identified: Refer to enclosed Trade Checklist in Appendix 2	Yes	
	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 Friday Saturday	7am - 5pm 7am - 5pm Closed	
	If the SC wishes to work outside the above hours then permission must be requested / obtained from KCE's Project Manager in writing with 24 hours notice. Additional supervision / attendance cost incurred by KCE as a consequence will be charged to the SC's account.		
6.2	The SC confirmed that the Subcontract works will be carried out in accordance with the durations and sequence indicated in KCE programme reference: The SC programme is to be aligned with the Main Contract Programme.		
	A copy of which has been enclosed within Appendix 4	No	See continuation page
6.3	SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same.	No	N/A

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

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

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

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
10.2	KCE stated that in the event of a Subcontract award a Letter of Intent (LOI) would be issued. The SC agreed to proceed on this basis whilst the formal Subcontract Agreement was being collated.		
10.3	<p>KCE confirmed the list of documentation appropriate for incorporation into the formal Subcontract order in the event of award is:</p> <p>As listed in Appendix 1 of these minutes</p> <p>These minutes and attachments</p> <p>Any further documents issued from the date of these minutes until placement of order</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11.0	Statement of Agreement		
11.1	These minutes together with the below referenced attachments are issued 'subject to contract' but are agreed and accepted to be a complete and accurate record of discussions and as such may form part of a future Subcontract agreement and then be binding on the parties. In the event that they are not issued immediately after the meeting, the SC is requested to return them to KCE within 5 calendar days of receipt having previously raised and agreed with KCE's representative below any matter that will reasonably require amendment.		
11.2	<p>Signed for Khansaheb:</p> <p>Name (print): Kevin Davies</p>  <p>Date: 05.05.22</p> <p>Signature:</p>		
11.3	<p>Signed for SC:</p> <p>Name (print):</p> <p>Date:</p> <p>Signature:</p>		
12.0	Attachments		
12.1	No. of continuation pages	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	See continuation page
12.5	Appendix 4 - Programme of Works	Yes	

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
	Continuation Sheets		
2.3.4	Subcontractor is to provide a Performance Bond in the sum of AED 2,335,023.00 to the Employer as set out in the 'Way Forward Agreement'.		
2.4.1	KCE will issue a payment certificate within 10 days of receipt of the corresponding payment certificate issued under the Main Contract.		
2.4.4	The balance of retention release will occur upon receipt of the Performance Certificate for the main Contract Works.		
2.4.6	The daily rate / limit of Liquidated damages / penalties will be calculated based on the percentages and Subcontract price given in the Previous Subcontract as defined in Omniyat Concept Investments LLC (OCI) letter of 31 May 2022 (ref F015/15.900.61b/34029/CDCT/0522)		
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		
3.1	<p>The Subcontractor's General Obligations:</p> <p>The Subcontractor shall provide engineering (to the extent provided for by the Subcontract), execute and complete the Subcontract Works and remedy any defects in accordance with the Subcontract and with the Contractors instruction. If engineering by the Subcontractor or any part of the Subcontract Works is necessary for the Subcontractor's execution, completion and / or remedying of any defects under the Subcontract then the Subcontractor shall be responsible for this part and this part shall, when the Subcontract works are completed be fit for the purpose for which the part is intended as are indicated by or reasonably to be inferred from the Subcontract.</p>		
6.2	The Subcontractor is aware the Main Contract Time for Completion is 320 calendar days from 29th March 2022. The Subcontractor has provided its draft sequence & programme for the SC Works which has been incorporated into KCE's draft programme. The final programme is subject to agreement to facilitate completion of the whole of the Works within the Time for Completion.		
	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, plant & equipment 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 Employer will provide cradles. The SC's representative is to attend daily co-ordination meetings with KCE to agree crane / cradle 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.		

KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
	Continuation Sheets		
4	The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works		
5	The SC confirmed it has allowed for all costs associated with reduced working hours and / or changes in shift patterns during the Holy Month of Ramadan, 'summertime working' restrictions, night shifts & public holidays etc		
6	There will only be one site induction per day, should the SC require additional inductions additional costs will be incurred and charged to the SC		
7	<p>The following documents from the Previous Subcontract are included in Appendix 5:</p> <ul style="list-style-type: none"> - Annex E - Scope of Subcontract Works - Client accepted Value Engineering - Client commented Value Engineering 		



APPENDIX 1
SCHEDULE OF RELEVANT CORRESPONDENCE

KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

APPENDIX 1

SCHEDULE OF RELEVANT CORRESPONDENCE

Arabian Profile Company Limited

No.	Subject	Reference	Date
1	Dorchester Collection Hotel Residences - Way Forward	& Omniyat email (D Leitch), 1.38pm, enclosing Version 4 of the 'Interim Valuation of Subcontract Works'	24.05.22
2	Appointment of Subcontractor for GRC Works	Omniyat Concept Investments LLC letter ref F015/15.900.61b/34029/CDCT/0522	30.05.22
3	Minutes of Post Tender Review Meeting	KCE letter ref. 201A22002/K100/KD/qa/0048 dated 03.06.22	03.06.22



APPENDIX 2
TENDER CLARIFICATION SCHEDULE &
TRADE CHECKLIST

Project Title: Subcontractor:		Contract No.: Date:
No	Item	Comments
1.	Grade of stainless steel fixings shall be suitable for location of work.	SC to comply with requirements given in Specifications, drawings & Previous Subcontract.
2.	Thickness of GRC shall be as per drawings and must be checked prior to site installation.	Thickness of GRC shall be as specifications, drawings and Previous Subcontract.
3.	Subcontractor's facility must be visited and we should be satisfied that of Subcontractors capability before placing the order.	The SC is pre-qualified.
4.	Support steel work, if required, shall be included within Subcontractor's scope of works.	Support steel for the GRC, to the extent required, is deemed to be included in the SC's scope and
5.	Finish of GRC to be checked to make sure it is as per the specification.	The finish of the GRC shall be as specifications, drawings and Previous Subcontract.
6.	Check if GRC is colour through or has a painted finish. Subcontractors often qualify!	To be as required by the specifications, drawings and Previous Subcontract.
7.	Agree that sample mould is at Subcontractors cost.	Deemed to be included in the SC's scope and price
8.	Repair of damage at site to be included by subcontractor (as far as is reasonable).	Support steel for the GRC, to the extent required, is deemed to be included in the SC's scope and
9.	Agree any cast in or drill / fix anchors by Subcontractor.	Any fixings required for the GRC works are deemed to be included in the SC scope and price.
10.	Coordination with other Subcontractors to be discussed.	The SC is to co-ordinate with other trades, including but not limited to façade, external suspended ceilings, structural steel
11.	Subcontractor to include for all sealants (colour to match GRC if necessary) as per specification.	Deemed to be included in the SC's scope and price
12.	Subcontractor must submit As-Built Drawings, O&M Manuals and all required Guarantees & Warrantees by a date agreed during the post tender review meeting.	The SC shall provide all submit As-Built Drawings, O&M Manuals and all required Guarantees & Warrantees by the dates given in KCE's programme, or if no date is stated prior to the Time for Completion
13.	Agree access requirements for fixing.	Refer to K05 - Cradles are supplied by the Employer. The SC is to co-ordinate use of the cradles with the Main Contractor and is aware these cradles are provided for the use of multiple trades and so the SC may not have uninterrupted
14.	Agree hoisting responsibility for fixing.	



APPENDIX 3

K05 SUMMARY OF ATTENDANCES & FACILITIES

APPENDIX - 3: SUMMARY OF ATTENDANCES & FACILITIES

K05

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

Ref	Description	KCE	Sub-Contractor
1	Site Facilities		
1.1	Area for Subcontractor's offices & 2 parking spaces	✓	<input type="checkbox"/>
1.2	Area for Subcontractor's storage	✓	<input type="checkbox"/>
1.3	Offices for Subcontractor's staff (1 Desk Space)	✓	<input type="checkbox"/>
1.4	Buildings / containers for Subcontractor's storage	<input type="checkbox"/>	✓
1.5	Specific security of Subcontractor's facilities and material (general security by KCE as 1.8)	<input type="checkbox"/>	✓
1.6	Toilet & washing facilities and rest areas	✓	<input type="checkbox"/>
1.7	Canteen facilities (if applicable)	n/a	n/a
1.8	General security / hoarding to perimeter of site / laydown areas	✓	<input type="checkbox"/>
1.9	Provision of first aider(s) & all equipment	<input type="checkbox"/>	✓
1.10	Provision of telephone and internet connection	<input type="checkbox"/>	✓
1.11	Telephone and internet monthly charges	<input type="checkbox"/>	✓
1.12	Computers, printers & other electrical office equipment	<input type="checkbox"/>	✓
1.13	Provision of office furniture (1 desk by KCE as item 1.3 above)	<input type="checkbox"/>	✓
1.14	Provision of office stationary	<input type="checkbox"/>	✓
1.15	Provision of office consumables (milk, tea, coffee etc.)	<input type="checkbox"/>	✓
2	Temporary Services		
2.1	Provide temporary power & water to office & storage buildings	✓	<input type="checkbox"/>
2.2	Provide a temporary power connection for the works 50m from the workface (110 / 220v / 410v (3 phase))	✓	<input type="checkbox"/>
2.3	Safe distribution of power from the above connection (item 2.2)	<input type="checkbox"/>	✓
2.3a	Power 3 Phase / 410V & all distribution of the same	<input type="checkbox"/>	✓
2.4	Provision of a water connection point 50m from the workface	✓	<input type="checkbox"/>
2.5	Distribution of water to the workface 50m from the above connection point (item 2.4)	<input type="checkbox"/>	✓
2.6	Task lighting	<input type="checkbox"/>	✓
2.7	Safety lighting (in order to provide safe access and egress)	✓	<input type="checkbox"/>
3	The Works		
3.1	Setting out - main grid lines & datum points	✓	<input type="checkbox"/>
3.2	Setting out of the Subcontract works	<input type="checkbox"/>	✓
3.3	Competent Supervision of the Subcontract works and labour	<input type="checkbox"/>	✓
3.4	Protection of the Subcontract works & removal of protection on completion	<input type="checkbox"/>	✓
3.5	Disposal of waste to site refuse area, KCE will provide main bins	<input type="checkbox"/>	✓
3.6	Segregation of waste in to the designated waste skip	<input type="checkbox"/>	✓
3.7	Disposal of waste off site to an approved location	✓	<input type="checkbox"/>
3.8	Disposal of hazardous waste off site to an approved location (if Applicable)	✓	<input type="checkbox"/>
3.9	Provision of personal protective equipment (<i>KCE Gloves & Eye protect Policy</i>)	<input type="checkbox"/>	✓
3.10	Provision of samples & mock ups	<input type="checkbox"/>	✓
3.11	Testing / commissioning (where applicable to SC Works)	<input type="checkbox"/>	✓
3.12	Cleanings and housekeeping Labour- Dedicated team for daily regular progressive clean-up	<input type="checkbox"/>	✓
3.13a	Cleaning of works & housekeeping labour, daily progressive clean up including provision of dedicated labour to clean up, sort and remove waste arising from the SC Works.	<input type="checkbox"/>	✓
3.13b	The SC is to segregate all waste arising from the WC works as required in by the Contractor & is to place waste in the bins / skips at provided at Ground Floor by the Contractor.	<input type="checkbox"/>	✓
3.14	Temporary works (if applicable)	<input type="checkbox"/>	✓

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

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

Signed on behalf of the SC

Date



**APPENDIX 4
BILL OF QUANTITIES**

PROJECT: DORCHESTER COLLECTION & HOTEL RESIDENCES, PLOT BB.B03.018, BUSINESS BAY DUBAI
 SUB-CONTRACTOR: ARABIAN PROFILE COMPANY LIMITED
 DOCUMENT TITLE: SUB-CONTRACT PRICE SUM
 PACKAGE: The Completion of All GRC Remaining Works

BOQ REF.	ITEM	DESCRIPTION	QUANT	UNIT	UNIT RATE	TOTAL	Remarks
1		GRC CLADDING SYSTEM				995,641.00	
		Glass reinforced concrete (GRC) edge profile complete with all necessary fixing accessories, supporting frame work, hoisting into position, fixing, sealant between panels and the like all in accordance with specification and drawings					
		2nd and 3rd Levels					
A	800 mm wide GRC Edge profile Type EWS-101	1	LS	61,456.00	61,456.00		
B	Ditto, Curved						
		Apartment 4th and Hotel 4th Levels					
C	800 mm wide GRC Edge profile Type EWS-101	1	LS	120,118.00	120,118.00		
D	Ditto, Curved						
		Apartment 6th and Hotel 7th Levels					
E	600 mm wide GRC Edge profile Type EWS-101	1	LS	117,205.00	117,205.00		
F	Ditto, Curved						
		Apartment 7th to 31st Levels					
G	600 mm wide GRC Edge profile Type EWS-101	1	LS	91,552.00	91,552.00		
H	Ditto, Curved						
J	900 mm wide GRC Edge profile Type EWS-101	1	LS	14,146.00	14,146.00		
K	Ditto, Curved						
		Hotel Level 8th to 29th					
L	600 mm wide GRC Edge profile Type EWS-101	1	LS	55,990.00	55,990.00		
M	Ditto, Curved						
N	900 mm wide GRC Edge profile Type EWS-101						
P	Ditto, Curved						
		Balcony Separator					
	Apartment Level 6 to 31						
C	Balcony Separator Type EWS-105	1	LS	69,005.00	69,005.00		
		Hotel Level 7th to 29th					
D	Balcony Separator Type EWS-105	1	LS	76,544.00	76,544.00		
		Structural Steel Support					
A	Structural steel support for fixing GRC Works (Epoxy paint finish without fire protection)	1	Item	154,264.00	154,264.00		
	Scaffold						
E	Equipment and aluminium scaffold towers	1	Item	28,083.00	28,083.00		
	Preliminaries						
E	Engineering Works	1	Item	207,278.00	207,278.00		
F	QA / QC & Safety						
G	Site Management						
H	Finance Cost						
2		ADDITIONAL WORKS (A)				1,440,624.00	
S.I. 130	Engineering, Procurement & Installation Works for the Additional GRC Panel	1	LS	110,121.00	110,121.00		
S.I. 257	Site Instruction - BSBG - Fluted GRC Cladding at Hotel Podium Entrance	1	LS	338,574.00	338,574.00		
S.I. 266	To proceed with the GRC Omission at Residential levels 26 and 28	1	LS	65,791.00	65,791.00		
S.I. 285	To proceed with the works associated with GRC cladding around stair plaza	1	LS	211,756.00	211,756.00		
S.I. 289	GRC on Top of Parapet for Hotel Level 29	1	LS	49,914.00	49,914.00		
S.I. 299	Residential Podium GRC Entrance Door Frame	1	LS	17,837.00	17,837.00		
S.I. 364	Supply & Installation of Fluted GRC Wall Cladding at Hotel Rooftop Pool Area - Level 29	1	LS	463,809.00	463,809.00		
S.I. 365	Level 29 Pool View & Sky Deck Regions - GRP/GRC Cladding Work	1	LS	17,349.00	17,349.00		
ERI/056	GRC Nosing & GRC Edge Wall Cladding at Level 31 Residential Canopy	1	LS	297,255.00	297,255.00		

BOQ REF.	ITEM	DESCRIPTION	QUANT	UNIT	UNIT RATE	TOTAL	Remarks
3		ADDITIONAL WORKS (B)				234,190.00	
	S.I. 367	GRC Cladding at Level 10 Residential Canopy	1	LS	179,190.00	179,190.00	
	S.I. 397	Supply & Installation of GRC Wall Cladding to Podium Level Openings	1	LS	22,572.00	22,572.00	
	S.I. 400	Thermal Insulation Behind the Fluted GRC Cladding	1	LS	14,347.00	14,347.00	
	S.I. 497	GRC Flat Panel and Structural Steel Support System for the GRC Edge Profile Behind the Core Wall at Level 30	1	LS	18,081.00	18,081.00	
4		ADDITIONAL PRELIMS (For New Subcontract Period)				1,485,000.00	
		To Collection				4,155,655.00	
		TOTAL CARRIED TO BILL SUMMARY				4,155,655.00	