

KHANSAHEB CIVIL ENGINEERING L.L.C.
Construction Division
Al Rashidiya
P.O.Box 2716
Dubai, United Arab Emirates

خانصاحب للفنادق والعقارات المدنية ذ.م.م.

قسم الإنشاءات

الراشدية

ص.ب ٢٧١٦

دبي، الإمارات العربية المتحدة

MINOR WORKS SUBCONTRACT ORDER NO. 201A22002/37
PROJECT NAME: Dorchester Hotel & Residences (Completion Works)

Green Wood General Trading (LLC)
P.O. Box 123727
Dubai, U.A.E.
Tel: 04 3303304
Fax: 04 3303305

CONTRACT NO. : 201A22002
SITE CONTACT : Mr. Chris McCann
SITE TEL. NO. : 056 5076171
DATE : 27th May 2022
OUR REF. : SW/CM/KBD/ARM/201A22002/37

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

Procure, supply, deliver, offload, handle, distribute, install, protect, maintain and guarantee Wooden Flooring Works to Guestrooms, all in accordance with the subcontract documents, drawings, specifications and all as generally described in the below listed Subcontract documents and to the satisfaction of the Engineer (Subcontract Works) for the sum of Dhs. 353,975.01 (Dirhams Three Hundred Fifty Three Thousand Nine Hundred Seventy Five and Fils One Only) QUANTITIES ARE SUBJECT TO RE-MEASUREMENT ON COMPLETION (Subcontract Price).

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

ATTACHMENTS: 1. KCE email dated 17.05.2022, 11:07 (1 page).
2. GGT email dated 17.05.2022, 15:22 (4 pages).
3. GGT quotation via email dated 17.05.2022, 12:29 (2 pages).
4. KCE email dated 25.05.2022, 11:00 (1 page).
5. GGT email dated 25.05.2022, 14:07 (1 page).
6. KCE email dated 26.05.2022, 15:15 (1 page).
7. KCE letter ref. 201A22002/K100/SK/qa/0039 dated 27.05.2022 (22 pages).
8. Bill of quantities (1 page).
9. 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


Eirian Morris/Steve Flint
Commercial Director/Managing Director




Tariq Hussain Khansaheb/
Amer Abdulaziz Khansaheb/Maher Khansaheb

T +971 4 605 7200

+971 4 605 7200

F +971 4 285 7539

+971 4 285 7539

E info@khansaheb.ae

info@khansaheb.ae

W www.khansaheb.ae

www.khansaheb.ae



(J.M) (D)

Saman Kulsooriya

From: Saman Kulsooriya
Sent: 17 May 2022 11:07
To: Imran Shaikh
Cc: Samsari Devidas
Subject: RE: Quotation for Dorchester
Attachments: Timber Flooring - Dorchester Hotel & Residences.pdf

Dear Imran,

Please provide followings,

01. Reborts enquiry which your offer based on ie. Tenders drawings and specification,
02. Previous LPO,
03. Material approval,
04. Markup drawings which your quantity based on,
05. Fresh quotation address to Khansaheb,
06. Trade Licence,
07. VAT certificate,

If you can provide above information before COB today, we will expedite your appointment,

Regards,
Saman



Saman Kulsooriya
Senior Quantity Surveyor
E saman.kulsooriya@khansaheb.ae | M +971 50 587 3058 | T +971 4 605 7200
www.khansaheb.ae



From: Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>
Sent: 17 May 2022 10:59 AM
To: Imran Shaikh <imran.shaikh@greenwood.ae>
Cc: Samsari Devidas <devidas@greenwood.ae>
Subject: RE: Quotation for Dorchester

Dear Imran,

Please share material approval, previous LPO with robbets then we can recommend your quotation without going to the market.

Regards,
Saman



Saman Kulsooriya
Senior Quantity Surveyor
E saman.kulsooriya@khansaheb.ae | M +971 50 587 3058 | T +971 4 605 7200
www.khansaheb.ae



Imran (b2)

Saman Kulasooriya

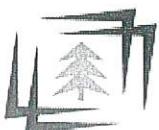
From: Imran Shaikh <imran.shaikh@greenwood.ae>
Sent: 17 May 2022 15:22
To: Saman Kulasooriya
Subject: FW: compressed
Attachments: RP-ID-SA-ML-00087_03_E_B-compressed-compressed.pdf

Fyi

Thanks & best regards
Imran Shaikh
Sales Manager, Greenwood General Trading LLC
P.O.Box 123727, Dubai, UAE
Website : www.greenwood.ae
Mobile: +971 50 330 9067
Tel : +971 43303304
Fax: +971 43303305

----- Original message -----

From: Aashima Matta <info@greenwood.ae>
Date: 17/05/2022 15:20 (GMT+04:00)
To: Imran Shaikh <imran.shaikh@greenwood.ae>
Subject: compressed



GREENWOOD
GENERAL TRADING



Aashima Matta

Phone: +971 4 330 330 4
Fax: +971 4 330 330 5
Email: info@greenwood.ae

Office 804, Onyx tower 2, Shaikh Zayed
Road, Dubai, PO box 123727

www.greenwood.ae



SAMPLE SUBMISSION TAG

PROJECT: Plot 18, Plot BB. B03.018, Dubai

Originator: Roberts Constructions Package Name: Timber flooring	Description: Material Sample for HTL-WD-06 Light oak flooring is used for room types 7A & 15A Option 1,2,3 and HTL-WD-13 Dark oak flooring is used for room types 11A,B,C,D
--	---

Date:	03/08/2021	Reference: RP-ID-SA-ML-00087	Revision: 03
Location. Floor/Area	HTL-WD-06 Light oak flooring is used for room types 7A & 15A HTL-WD-13 Dark oak flooring is used for room types 11A,B,C,D		
Gridline / Coordinate			
Specification Reference	N/A		
Manufacture	GREENWOOD GENERAL TRADING		
Supplier	Barlinek Wooden Floors		

Roberts-Pizzarotti JV	Status-Digital Stamping
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> Proposed Parquet based on price confirmation are Rusty grade, if Client wants to go for Select/ Better grade can be provided, subject additional price confirmation? </div> Name: Signature:..... Date:.....	Status : Approved with Comments Shailesh Patel - Roberts Constructions 05-Aug-21

Consultants-Disciplines	Status-Digital Stamping
Name: Signature:..... Date:.....	

Lead Consultant-BSBG	Status-Digital Stamping
- Subject to submission of material submittal and to ensure the material compliant with UAE FLS code of practice 7.1.10 floor covering. - Subject to ID Consultant review & approval	

Employer/PMC-Omniyat	Status-Digital Stamping
1. No objection for sample 2. Many black knots are not acceptable, should be minimized. 3. Black knots can be placed under carpet and furniture but should not be visible. 4. Avoid large grey patches. Seems the floor is dirty. 5. Subject to technical material submittal. 6. Mockup to be submitted. 7. No additional cost will be considered by the Employer Representative Name: Signature:..... Date:.....	 CODE E

SAMPLE SUBMISSION TAG

PROJECT: Plot 18, Plot BB. B03.018, Dubai

Originator: Roberts Constructions Package Name: Timber flooring	Description: Material Sample for HTL-WD-06 Light oak flooring is used for room types 7A & 15A Option 1,2,3 and HTL-WD-13 Dark oak flooring is used for room types 11A,B,C,D		
Date: 17/07/2021	Reference: RP-ID-SA-ML-00087	Revision: 02	
Location. Floor/Area	HTL-WD-06 Light oak flooring is used for room types 7A & 15A HTL-WD-13 Dark oak flooring is used for room types 11A,B,C,D		
Gridline / Coordinate			
Specification Reference	N/A		
Manufacture	GREENWOOD GENERAL TRADING		
Supplier	Barlinek Wooden Floors		

Roberts-Pizzarotti JV	Status-Digital Stamping
Submitted HTL-WD-06 sample is closest match with Control sample.	Status : Approved with Comments Shailesh Patel - Roberts Constructions 17-Jul-21
	Status-Digital Stamping
	Status-Digital Stamping
Name: Signature:..... Date:.....	

Employer/PMC-Omniyat	Status-Digital Stamping
1. The veneer and construction of the sample submitted looks good and much better than previous samples. 2. However, the colour still darker than the control sample and not in line with design intent. Please resubmit lighter colour sample. 2. Small knots/defects on the veneer must be avoided	CODE C
Name: .. MZ .. Signature: .. Date: 28-7-2021	

SAMPLE SUBMISSION TAG

PROJECT: Plot 18, Plot BB. B03.018, Dubai

Originator: Roberts Constructions
Package Name: Timber flooring

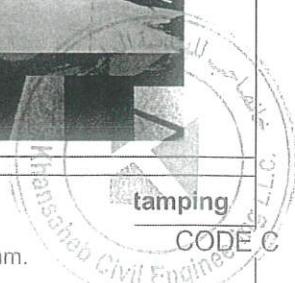
Description:
Material Sample for Hotel Rooms - Timber flooring
Option 1 and Option 2
What is the material code? HTL-WD-06?

Date:	02/06/20121	Reference: RP-ID-SA-ML-00087_00	Revision: 00
Location. Floor/Area	Hotel tower - Room types 7A, 11A, 11B, 11C, 11D, 15A.	Option 1	Option 2
Gridline / Coordinate			
Specification Reference	N/A		
Manufacture	GREENWOOD GENERAL TRADING		
Supplier	Barlinek Wooden Floors		

Roberts-Pizzarotti JV		Brickbond pattern	Status-Digital Stamping
Type	Nos.		
11A	1		
11B	4		
11C	11		
11D	3		
07A	5		
15A	2		
Name:	Signature:	room type 11 doesn't have light oak flooring, should be dark oak flooring.	

Consultants-Disciplines	Status-Digital Stamping
<p>Duplex suite (Type 7A)</p>	<p>One bed suite (Type 11)</p>

- All the options presented are not matching in colour the control sample HTL-WD-06.
 - Veneer and grain pattern are not matching the control sample HTL-WD-06.
 - Solid wood top layer is very thin compared to the control sample. Should be minimum 4-5mm.
 - Construction should be multilayer. Total thickness 20mm as per control sample.
 - Suggest the Contractor to source the samples from The Floorist (same as residences and public areas).
 - Crown cut required, minimize black knots. Refer sample approval ASI-ID-MT-L8-00024_01
 - HTL-WD-06 Light oak flooring is used for room types 7A & 15A
 - HTL-WD-13 Dark oak flooring is used for room types 11A,B,C,D
- Name: Signature: Date: |



MZ 3-6-2021

FEB 2021 (P3)

Saman Kulsooriya

From: Imran Shaikh <imran.shaikh@greenwood.ae>
Sent: 17 May 2022 12:29
To: Saman Kulsooriya
Cc: Samsari Devidas
Subject: Emailing RP-ID-SA-ML-00087_03_E_B.pdf
Attachments: Greenwood TL.pdf; VAT Certificate.pdf; Timber Flooring - Dorchester Hotel & Residences-Khansaheb.pdf

Dear Saman

Kindly find attached required docs.

Dear Devidas

Kindly share approved shop drawings

Thanks & best regards

Imran Shaikh
Sales Manager, Greenwood General Trading LLC
P.O.Box 123727, Dubai, UAE
Website : www.greenwood.ae
Mobile: +971 50 330 9067
Tel : +971 43303304
Fax: +971 43303305



Greenwood General Trading L.L.C

Quotation



Tel: 00971 4330 3304
 Fax: 00971 4330 3305
 Email: info@greenwood.ae
 Website: www.greenwood.ae

Date 18/6/2022

Customer Name: Khansahab
 Contact Person: Saman Kulsooriya

No Description	Qty	Unit	Price AED	Total AED
1 Supply & installation of oak herringbone made in China 20x90x490mm	510.810	sqm	321.00	163,970.01
2 Supply & installation of oak natural plank made in china 20x190x1900mm	328.060	sqm	300.00	98,418.00
3 Supply & installation of oak natural plank border made in china 20x190x1900mm	62.290	sqm	300.00	18,687.00
4 Supply & installation of custom made oak veneer skirting matching color to floor 100mm height made in EU	700.000	Lm	36.00	25,200.00
5 Supply & installation self leveling upto 4mm	900.000	sqm	44.00	39,600.00
6 Supply & installation of blue sheet protection	900.000	sqm	9.00	8,100.00
Total AED				353,975.01

Delivery Ex Stock Dubai warehouse
 Payment: 50% Advance balance 50% within 45 days—
 Note: 5% vat to be added on invoice

Floor should be dry and clean prior to installation
 Floor should be even, with max tolerance of 2mm in 2 mtr area
 All furniture has felt tape underneath for protection of wooden flooring
 Use only HUMID (not wet) mop for cleaning the wooden flooring
 Different flooring categories has different warranty conditions—



Imran Shaikh

Sales Manager, Greenwood General Trading LLC
 P.O.Box: 123727, Dubai, UAE
[Website : www.greenwood.ae](http://www.greenwood.ae)



For 61

Saman Kulasooriya

From: Saman Kulasooriya
 Sent: 25 May 2022 11:00
 To: Imran Shaikh; Samsari Devidas
 Subject: RE: Quotation for Dorchester

Dear Imran,

Please confirm following terms,

- Advance payment is 50% against security cheques, subject to Client's approval,
- Payment will be 15 days from the correspondence payment received from the employer,
- 10 % Retention will be held, and release of the retention is 5 % against TOC and balance 5 % upon receive DLC,
- 10 % Performance security (Security cheque) will be release upon completion of DLP,

Please advise your agreement and please advise 2.00 PM Friday to have a kickoff meeting,

Regards,
Saman



Saman Kulasooriya
 Senior Quantity Surveyor
 E saman.kulasooriya@khansaheb.ae | M +971 50 587 3058 | T +971 4 605 7200
 www.khansaheb.ae
[f](https://www.facebook.com/khansaheb.ae) [t](https://twitter.com/khansaheb.ae) [in](https://www.linkedin.com/company/khansaheb-ae/) [i](https://www.instagram.com/khansaheb.ae/)

From: Imran Shaikh <imran.shaikh@greenwood.ae>
Sent: 25 May 2022 10:47 AM
To: Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>; Samsari Devidas <devidas@greenwood.ae>
Subject: RE: Quotation for Dorchester

Dear Saman

The 10% performance security cheque can be released upon DLP or 1 year from completion.

Thanks & best regards

Imran Shaikh
 Sales Manager, Greenwood General Trading LLC
 P.O.Box 123727, Dubai, UAE
 Website : www.greenwood.ae
 Mobile: +971 50 330 9067
 Tel : +971 43303304
 Fax: +971 43303305



----- Original message -----

From: Imran Shaikh <imran.shaikh@greenwood.ae>

Item (B)

Saman Kulasooriya

From: Imran Shaikh <imran.shaikh@greenwood.ae>
Sent: 25 May 2022 14:07
To: Saman Kulasooriya; Samsari Devidas
Subject: RE: Quotation for Dorchester

Noted. Please proceed

Dear Devidas

Kindly arrange for kickoff meeting with saman.

Thanks & best regards

Imran Shaikh
Sales Manager, Greenwood General Trading LLC
P.O.Box 123727, Dubai, UAE
Website : www.greenwood.ae
Mobile: +971 50 330 9067
Tel : +971 43303304
Fax: +971 43303305

----- Original message -----

From: Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>
Date: 25/05/2022 14:04 (GMT+04:00)
To: Imran Shaikh <imran.shaikh@greenwood.ae>, Samsari Devidas <devidas@greenwood.ae>
Subject: RE: Quotation for Dorchester

Dear Imran,

Performance and retention are two different purposes. Client is deducting 10 % amount from us and same we need to apply all the subcontractors. As stated below 5 % retention will be release with TOC and balance after 1 year with DLC

Regards,
Saman



Saman Kulasooriya
Senior Quantity Surveyor
E saman.kulasooriya@khansaheb.ae | M +971 50 587 3058 | T +971 4 605 7200
www.khansaheb.ae



From: Imran Shaikh <imran.shaikh@greenwood.ae>
Sent: 25 May 2022 11:32 AM
To: Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>; Samsari Devidas <devidas@greenwood.ae>
Subject: RE: Quotation for Dorchester

Dear Saman

We have already extended the performance security cheque of 10% to 1 year to suffice the retention part.

11 am (6)

Saman Kulsooriya

From: Samsari Devidas <devidas@greenwood.ae>
Sent: 26 May 2022 15:15
To: Saman Kulsooriya
Subject: Fwd: OMNIYAT - REVISED DRAWING

Dear Mr.Soman,
Please find attached link of shop drawings
Regards



Green Wood

General

Trading

Devidas Nambiar

Manager - Projects

Address: Office 804 Onyx Tower 2 Shaikh Zayed Road Dubai

Phone: +971 4 330 330 4

Mobile: +971 503308097

Fax: +971 4 330 330 5

Website:<http://www.greenwood.ae/>

From: SGN INTERIOR DESIGN <sgnidae@gmail.com>

Sent: Thursday, May 26, 2022 2:46:39 PM

To: Samsari Devidas <devidas@greenwood.ae>

Subject: OMNIYAT - REVISED DRAWING

Dear Devidas,
please find the attached link below (new)
<https://we.tl/t-toPvoJw79D>

Best Regards
Hari.



Tel:+97142587767, **Fax:**+97142587768,
P.O. Box 86367, Dubai, UAE
www.sgninteriordesign.com

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KHANSAHEB CIVIL ENGINEERING L.L.C.
Construction Division
Al Rashidiya
P. O. Box 2716
Dubai, United Arab Emirates

خانصاحب للأهندسة المدنية ذ.م.م.
قسم البناء
الراشدية
منطقة ٢٧١٦
دبي، الإمارات العربية المتحدة

Ref: 201A22002/K100/SK/qa/0039
Green Wood General Trading (L.L.C.)
P.O. Box 123727
Dubai
United Arab Emirates
Tel No. 04 325 2967

27th May 2022

- Email. devidas@greenwood.ae; imran.shaikh@greenwood.ae
- Attn; Mr. Imran Shaikh- Sales Manager

Dear Sir,

**Dorchester Hotel & Residences
Wooden Flooring to Guestrooms- Post Tender Meeting**

Further to the meetings held at our site offices on 27th May 2022, we enclose herewith for your information and further action the following;

- | | |
|----------------------------------|------------|
| 1. Minutes of Kick off meeting | (13 pages) |
| 2. Relevant Correspondence | (01 page) |
| 3. Tender Clarification Schedule | (01 page) |
| 4. K5 Summary of Requirements | (03 pages) |
| 5. Bill of Quantities | (01 pages) |

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

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

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

Chris McCann
Senior Project Manager

Encl. as noted



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING



K07

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Subcontractor (SC):	Green Wood General Trading (L.L.C.)	Meeting Date:	27.05.22
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Purpose of Meeting: To review the technical & commercial aspects of the Subcontractor's tender, to ensure the bid is compliant with the tender enquiry, ascertain if the Subcontractor has fully understood the scope of the package & has the current capacity to execute the works and manage any associated risks.

SCOPE OF WORK:

The design (to the extent defined in the Subcontract), procurement, fabrication, delivery, handling, offloading, distribution, installation, maintenance, testing and commissioning of all works associated with Wooden Flooring to Guestrooms

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name:	Green Wood General Trading (L.L.C.)	Name:	Khansaheb Civil Engineering LLC
Address:	P.O Box 123727 Dubai, UAE	Address:	P.O.Box 2716 Dubai, UAE
Tel No.	04 325 2967	Tel No.	04 605 7200

NAME (SC)	DESIGNATION	NAME (KCE)	DESIGNATION
Present: Samsari Devidas	Manager	Present: Saman Kulsooriya Shihab Chandratil	Sr Quantity Surveyor Sr Design Coordinator

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:	Samsari Devidas
Position:	Project Manager
Mobile No:	050-330 8097
Email:	devidas@greenwood.ae

Correspondence:

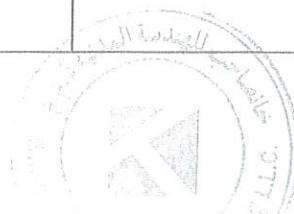
All correspondence issued in connection with this Subcontract is to be addressed to the Contractor's / Subcontractor's designated 'point of contact' noted above.

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
2.0	Commercial Sufficiency		
2.1	Khansaheb Tender Enquiry		
	<p>SC confirmed receipt of KCE tender Enquiry: Reference: KCE(saman) email, 11.07 am Dated: 17.05.22</p> <p>Further communication is listed in the Schedule of Relevant Correspondence attached in Appendix No. 1 of these minutes.</p>		
2.2	Validity of the Subcontractor's Tender		
2.2.1	The SC confirmed its tender reference dated 17-May-22 remained valid until	GW(Imran) email, 12.29 pm 16-Jun-22	
2.2.2	SC confirmed its tender price as:	AED 353,975.01	
2.2.3	SC confirmed its tender price was:	Subject to Remeasurement Fixed Price	
2.2.4	SC confirmed that its rates and prices are fixed until:	Issuance of the Performance Certificate	
2.2.5	SC confirmed that after discount its final offer is:	AED 353,975.01	
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 50 % of the Subcontract price.		See continuation page
2.3.3	The Advance Payment will be recovered at 50 % 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 Subcontract price		See continuation page

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



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
2.4	Valuation & Payment continued		
2.4.6	If the SC fails to comply with the agreed programme (section 6) then Liquidated Damages / Penalties for the whole of the Works and any section, where applicable, will be applied in-line with the amounts under the Main Contract.	See continuation 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		
2.5.1	<p>Main Contract</p> <p>Project Description:</p> <p>All outstanding Works required to bring the Project known as the Dorchester Hotel & Residences to completion</p>		
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.		
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: KCE Minor Work 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 hand amended copy of SC quotation		
2.5.8	<p>KCE and SC confirmed their responsibility for the provision of certain attendances / facilities by reviewing the K5 form.</p> <p>The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting</p>		

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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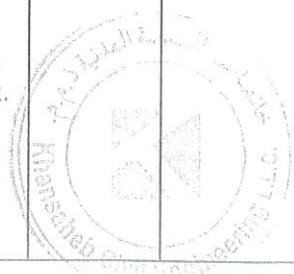
Item	Minute	Action by	Date										
4.0	Change Management												
4.1	<p>KCE confirmed and SC agreed that payment for additional work will not be made without prior written instruction from the following named persons:</p> <table> <thead> <tr> <th>Title</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Chris McCann</td> </tr> <tr> <td>Sr. Quantity Surveyor</td> <td>Saman Kulsooriya</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Title	Name	Project Manager	Chris McCann	Sr. Quantity Surveyor	Saman Kulsooriya						
Title	Name												
Project Manager	Chris McCann												
Sr. Quantity Surveyor	Saman Kulsooriya												
4.2	<p>KCE and SC agreed that the valuation of works on a daywork basis: 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>Yes</p> <p>If no, the variance were identified as; [refer to appendix 2 for a complete list of clarifications / agreements]</p>												

KHANSAHEB CIVIL ENGINEERING LLC
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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: If yes, the following pertinent points were identified: Not Applicable	N/A	
5.3	Further minutes were recorded in the continuation sheets: SC summarised what innovation, construction and material alternative options can be offered with potential cost savings: Not Applicable	No	
6.0	Programme		
6.1	KCE confirmed that the site working hours are: Sunday to Thursday	7am - 5pm	
	Friday	7am - 5pm	
	Saturday	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: 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 and confirmed their acceptance of the same.	No	N/A

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
6.0	Programme continued		
6.4	SC confirmed that it was fully able to resource the works, including all necessary management, supervision, labour and plant in order to meet the requirements of the project and programme.		
6.5	SC confirmed that it would submit a detailed programme for approval within: 7 days from receipt of an LOI.		
6.6	SC confirmed that it would submit a resource histogram for labour & plant within: 7 days from receipt of an LOI.		
6.7	SC confirmed that it would submit procurement / submittal / shop drawing / information release schedules within: 7 days from receipt of an LOI. SC is to ensure that all schedules are comprehensive and that information is requested / submitted in time to meet the requirements of the above referenced programme.		
6.8	SC confirmed that it would commence the production of shop / design drawings on receipt of the IFC drawings from KCE.		
6.9	SC agreed to provide a comprehensive schedule of long lead items for KCE's review including all documentation to evidence that all suppliers / manufactures are working toward the agreed programme dates: N/A S/C Confirmed no long lead in items		
6.10	KCE advised the SC of other critical interfaces or factors affecting the programme and the SC agreed to co-ordinate their works with other Subcontractor trades: Screeding, Civil works & MEP works etc. but not limited to.		
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.		

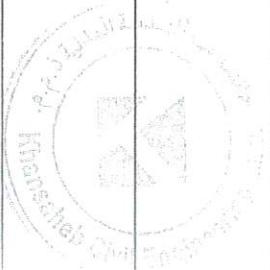


Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002			
Item	Minute	Action by	Date			
7.0	Management of the Subcontract Works					
7.1	SC confirmed that it would provide full time competent supervision whilst the Subcontract works are ongoing and the level of supervision would 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> <table border="1"> <tr> <td>No</td> </tr> <tr> <td>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:</td> </tr> <tr> <td>Would be limited to labour supply only.</td> </tr> </table>	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:	Would be limited to labour supply only.		
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:						
Would be limited to labour supply only.						
8.2	<p>SC confirmed that its labour for this project would be supplied by:</p> <p>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.					



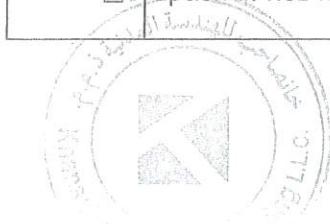
KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

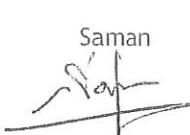
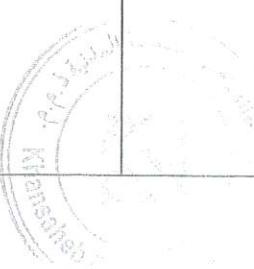
Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date				
8.4	The SC confirmed that all subcontractors listed in 8.1 or any future subcontractors referred to in 8.3 would be pre-qualified and assessed 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	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	<p>KCE explained the key details of the project safety plan as outlined below and the SC confirmed its understanding:</p> <p>A full copy of the Project HSE Plan & logistics plan is available for the SC to inspect / review</p>		
8.13	KCE explained the key details of its Sustainability's policy and confirmed its commitments to a sustainable construction.		
8.14	<p>SC confirmed its commitment to sustainability in line with KCE's policy and outlined some of the sustainability initiatives it was currently undertaking:</p> <p>Yes</p>		
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	<p>Further matters raised by KCE / SC are recorded on the continuation sheets attached.</p> <p>Yes</p>		
10.0	Intention to Subcontract		
10.1	<p>KCE having considered the SC tender and the SC representations during this meeting advised that the following option as described below will be taken:</p> <ul style="list-style-type: none"> <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
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 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): Saman</p> <p>Signature: </p>	<p>Date: 27.05.22</p>	
11.3	<p>Signed for SC:</p> <p>Name (print):</p> <p>Signature:</p>	<p>Date:</p>	
12.0	Attachments		
12.1	No. of continuation pages	<input type="text" value="1"/>	
12.2	Appendix 1 - Relevant Correspondence	<input type="checkbox"/> Yes	
12.3	Appendix 2 - Tender Clarification Schedule / hand-marked copy of SC tender	<input type="checkbox"/> Yes	
12.4	Appendix 3 - K05 Summary of Attendances	<input type="checkbox"/> Yes	
12.5	Appendix 4 - Programme of Works <i>B0Q1</i>	<input type="checkbox"/> No - Yes	

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute Continuation Sheets 2.3.2 Advance Payment subject to Employer approval 2.3.4 Subcontractor is to provide a Security Cheque in lieu of Performance Bond in the sum of 10% of Subcontract value. 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 0.1% per day maximum of 10 % of the Subcontract Value. 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 General: 1 The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements 2 KCE advised that storage space on site is restricted and so all materials are to be delivered on a 'just in time' basis. Materials are to be delivered in sequence and are to be lifted & fixed directly into place upon delivery. 3 KCE will provide craneage in accordance with its site logistics plan or other such arrangement to off-load & move materials. The SC's representative is to attend daily crane co-ordination meetings with KCE to agree crane usage / timings for the following days. Notwithstanding that KCE may provide the craneage in accordance with the K05 and SC is responsible for submission of lifting plans, Risk Assessments Method Statements for KCE's approval. 4 The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works 5 The SC confirmed it has allowed for all costs associated with reduced working hours and / or changes in shift patterns during the Holy Month of Ramadan, 'summertime working' restrictions, night shifts & public holidays etc 6 There will only be one site induction per day, should the SC require additional inductions additional costs will be incurred and charged to the SC	Action by	Date





APPENDIX 1
SCHEDULE OF RELEVANT CORRESPONDENCE



KHANSAHEB CIVIL ENGINEERING LLC

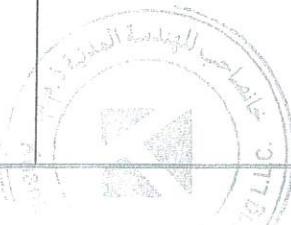
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

APPENDIX 1

SCHEDULE OF RELEVANT CORRESPONDENCE

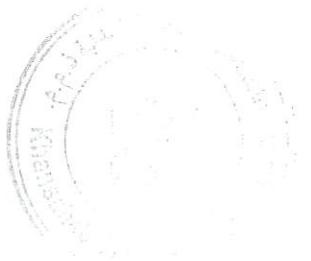
Green Wood General Trading (L.L.C.)

No.	Subject	Reference	Date
1	Quotation for Dorchester Cmpressed	KCE(Saman) email 11:07 (Enquiry) Greenwood(Imran) email 15:22 (Material Approval)	17.05.22
3	Quotation for Dorchester	Greenwood(Imran) email 12:29 (Quotation)	17.05.22
4	Quotation for Dorchester	KCE(Saman) email 11:00 (Payment Terms)	25.05.22
5	Quotation for Dorchester	KCE(Saman) email 14:07 (Perfomance & Retension)	25.05.22
6	Ominiyat - Revised Drawing	Greenwood(Devidas) email 15:15 (Shop Drawings)	26.05.22
7	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K100/SK/qa/0039	30.05.22





**APPENDIX 2
TENDER CLARIFICATION SCHEDULE**





APPENDIX 3

K05 SUMMARY OF ATTENDANCES & FACILITIES



APPENDIX - 3: SUMMARY OF ATTENDANCES & FACILITIES

K05

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

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



Ref	Description	KCE	Sub-Contractor
4	Craneage & Hoisting		
4.1	Shared use of KCE tower cranes (if available on site)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.2	Mobile cranes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.3	Shared use of hoists and / or service lifts (If available on site)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.4	Offloading Subcontractor's deliveries (within the areas identified in KCE's logistic / crane plan & within maximum crane lifting limits)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.5	Offloading Subcontractor's deliveries (Outside of areas shown in KCE logistic / crane plan)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.6	Loading out Subcontractor materials to the place of installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.6a	Horizontal distribution of material , plant & equipment's	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.7	Specialist lifting accessories i.e Spreader beams, frames etc	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Access & Equipment		
5.1	Provision of small tools & hand held power tools (110 volt only)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.2	Small mechanical plant & equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.3	Driver operated plant & equipment (if required)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.4	Operators for mechanical plant & equipment (if required)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.5	Provision of fuel, water, gas and the like to power mechanical equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.6	Mobile scaffold towers (where permitted by KCE SPM, see also 7.2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.7	Mechanical/electrical working platforms - scissor lifts, cherry pickers and the like	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.8	Independent access scaffold up to platform height of 3 m by SC	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.9	Independent access scaffold platform height above 3 m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.10	Birdcages & specialist crash decks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.11	Handrail edge protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.12	Debris netting & protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.13	Access stairs to the works	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.14	Task specific fire extinguishers where required (e.g. for hot works)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.15	Task specific safety signage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	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"/>	<input checked="" type="checkbox"/>
6.2	All task specific PPE required to comply with the approved safe system of work documented through KCE's K-Standards or the method statement, risk assessment and COSHH assessment must be provided.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	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"/>	<input checked="" type="checkbox"/>
7.2	MEWP's to be used wherever possible, mobile scaffold towers use to be approved by KCE SPM	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.3	High visibility vests with company name, designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.4	Safety Helmet with names/ designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
8	Confined Space Works (only to extent applicable for the SC Works)		
8.1	Multi gas monitor	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.2	Rescue harness per entrant	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.3	Rescue tripods & winches	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.4	Mechanical ventilation, extraction & air movement equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.5	Emergency rescue escape sets (for medium & high risk works).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.6	Means of communication (e.g. Radio)	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Signed on behalf of the SC

Date



KHANSAHEB CIVIL ENGINEERING L.L.C.
CONSTRUCTION DIVISION



BILL OF QUANTITIES

CONTRACT NAME: Dorchester Hotel & Residences

Date : 30.05.22

CONTRACT NO : 201A22002

SUBCONTRACTOR: Green Wood General Trading (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:
- 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
 - 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 or 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 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:
- 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;
 - injuries or damage to any person employed by the Subcontractor on or about the Subcontract Works or in any connection therewith;
 - 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
 - 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:
- 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
 - 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:
- when the Materials are delivered to site;
 - when the Materials are paid for by the Main Contractor in accordance with Clause 18 above; and
 - when the Materials are identified / allocated to this Project.
21. (i) The Main Contractor shall be entitled to terminate this Subcontract if:
- 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
 - the Subcontract Works are at any time not being carried out to the standards of quality described in this Subcontract; or
 - 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
 - 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 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(iia, b, c, or d) the Subcontractor shall be entitled to payment of the unpaid balance of Subcontract Works executed and materials delivered to site, adjusted by
- any increased cost to the Main Contractor in the completion of the Subcontractor Works; and
 - any other loss and expense incurred by the Main Contractor as a result of the termination.
22. The Subcontractor shall treat the details of this Subcontract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with laws of the Emirate of Dubai and the United Arab Emirates.
23. (i) If a dispute of any kind whatsoever arises between the Main Contractor and the Subcontractor in connection with, or arising out of, the Subcontract or the execution of the Subcontract Works, then the Main Contractor or the Subcontractor shall give a notice of this dispute to the other party (Notice of Dispute), stating that the Notice of Dispute is given pursuant to this Clause.
- (ii) If a Notice of Dispute is given under Clause 23(i) the Main Contractor and Subcontractor shall attempt to settle such dispute amicably within 56 days of receipt of the Notice of Dispute.
- (iii) If the dispute is not settled amicably under Clause 23(ii) either party may refer the dispute to an independent third party adjudicator appointed by Dubai International Arbitration Centre (Adjudicator) to be finally settled. The Main Contractor and Subcontractor shall agree the terms upon which to appoint the adjudicator and conduct the adjudication. The Adjudicator must issue his written decision to the Main Contractor and Subcontractor within 90 days of being appointed (Adjudicator's Decision).
- (iv) The Adjudicator's Decision shall be final and binding on the Main Contractor and Subcontractor until the completion of the Subcontract Works or the issuance of a notice of dissatisfaction in accordance with Clause 23(v) below. The Subcontractor shall give immediate effect to the Adjudicator's Decision and shall proceed with the Subcontract Works with all due diligence whether he or the Main Contractor requires arbitration as hereinafter provided or not.
- (v) If the Adjudicator fails to issue his decision in accordance with Clause 23(iii), or if either the Main Contractor or the Subcontractor is dissatisfied with his decision and has issued a written notice of dissatisfaction to the Adjudicator and the other party within 14 days of receiving the decision, either the Main Contractor or the Subcontractor may within 90 days of receiving the decision or 90 days after the expiration of the first named period of 90 days (as the case may be) refer the dispute to arbitration, to be conducted in accordance with the arbitration agreement in the Main Contract. In this event, reference to the Employer and Main Contractor in the arbitration agreement in the Main Contract shall be read as Main Contractor and Subcontractor respectively.
24. This Subcontract shall be governed by the laws of the Emirate of Dubai and the United Arab Emirates and the ruling language shall be English.
25. The Subcontractor warrants and undertakes that it shall comply with:
- all applicable laws and regulations relating to its performance of the Subcontract Works and, in particular, laws and regulations relating to the employment, health, safety, welfare, immigration and emigration of its employees. The Subcontractor shall require its employees to obey all applicable laws and regulations, including those concerning safety at work;
 - all applicable laws and regulations relating to anti-bribery and anti-corruption; and
 - all of the Main Contractor's internal policies and procedures and, in particular, those relating to the welfare of its employees and anti-bribery and anti-corruption.
26. (i) Contractor's Worker Welfare Procedure: means the Contractor's Worker Welfare Procedure as available in the Contractor's Main Office and as updated by the Contractor from time to time.
- (ii) The Subcontractor undertakes, warrants and represents that in the performance of its obligations under this agreement that it and each member of its own supply chain shall comply without limitation with all applicable laws, statutes, regulations and codes from time to time in force and where there is no conflict shall as a minimum comply with the Contractor's Worker Welfare Procedure.
- Any breach of this Clause 26 by the Subcontractor shall be deemed a fundamental breach of the Subcontract Agreement and shall entitle the Contractor to terminate the Subcontract Agreement.
- (iii) The Subcontractor represents and warrants that:
- its responses to the Contractor's due diligence questionnaires are complete and accurate; and
 - neither the Subcontractor nor any of its officers, employees [or other persons associated with it] has been convicted or is in the process of being investigated for any offence involving slavery and human trafficking, bribery or any breach of competition law.
- The Subcontractor shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking, bribery or breach of competition law within its own supply chains.
- (iv) The Subcontractor shall notify the Contractor as soon as it becomes aware of any breach, or potential breach, of Clause 26 by it or any member of its own supply chain.
- (v) The Subcontractor shall:
- allow the Contractor a general right of audit, and in particular a right to audit their accommodation facilities and give access to their employees to be interviewed where deemed appropriate.
 - demonstrate they have taken reasonable and appropriate steps to ensure that their own supply chain meet the requirements of the Contractor's Worker Welfare Procedure.
- (vi) The Subcontractor shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the policies as set out in the Contractor's Worker Welfare Procedure.
- (vii) The Subcontractor shall indemnify and hold harmless the Contractor, its Shareholders, Directors, officers and employees in full and on demand from and against any and all liabilities, claims, fines, demands, damages, losses, costs or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from a breach of the policies as set out in the Contractor's Worker Welfare Procedure.
- (viii) The Subcontractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with the policies as set out in the Contractor's Worker Welfare Procedure.

Khansaheb Civil Engineering L.L.C.
Registered Office P.O.Box 2716, Dubai, U.A.E.

