

Memorandum

FROM:	Saman Kulasooriya	DATE:	5 th June 2022
TO:	Raja Manoharan		
COPIES TO:	Stuart Walker		
SUBJECT:	Acknowledgement Receipt - Data Link & Al Qannati		

Ref: Memo/201A22002/C1 /SK/dm/030

Raja,

Please find enclosed acknowledgement slips of Subcontract Order.

1. 201A22002/04 - Data Link Technical Services LLC
2. 201A22002/33 - Al Qannati Electromechanical & Plumbing Co. (LLC)

Regards,



Saman Kulasooriya
Senior Quantity Surveyor

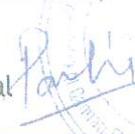
ACKNOWLEDGEMENT

Subcontractor: M/s. Al Qannati Electromechanical & Plumbing Co. (LLC) Order No. 201A22002/33

We acknowledge receipt of your order numbered hereon, which we accept in accordance with the terms and conditions stated.

Date 01/06/2022

Signature & Seal



Note : Please return this slip to KCE Commercial/QS Department immediately after completing the Signature and Stamp in order to process your payment.

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

خانصاحب للهندسة المدنية ذ.م.م.
 قسم الإنشاءات
 الراشدية
 ص.ب. ٢٧١٦
 دبي، الإمارات العربية المتحدة

MINOR WORKS SUBCONTRACT ORDER NO. 201A22002/33
PROJECT NAME: Dorchester Hotel & Residences (Completion Works)

Al Qannati Electromechanical & Plumbing Co. L.L.C.
 P.O. Box 18773
 Dubai, U.A.E.
 Tel: 04 2560088
 Fax: 04 2560089

CONTRACT NO.	:	201A22002
SITE CONTACT	:	Mr. Chris McCann
SITE TEL. NO.	:	056 5076171
DATE	:	25 th May 2022
OUR REF.	:	SW/CM/KBD/ARM/201A22002/33

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

Provide all necessary man power complete with hand tools and safety equipment to carryout works as instructed by ourselves at the following agreed hire rates:

	<u>Amount (Dhs.)</u>
1. Chargehand	240 hrs. @ Dhs. 14.50 per hr. 3,480.00
2. Mason	2,280 hrs. @ Dhs. 12.00 per hr. 27,360.00
3. Labour	1,200 hrs. @ Dhs. 9.50 per hr. 11,400.00
	Total 42,240.00

NOTE: This order is subject to approval by KCE of the Subcontractor's pre-qualification documents and submittals.

ATTACHMENTS: 1. AQE quotation ref. 24287/AQE/2022 dated 20.05.2022 (1 page).
 2. Bill of quantities (1 page).
 3. Subcontract: General Terms and Conditions (2 pages).

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

PAYMENT TERMS

Payment will be within 30 days of submission of agreed invoice.

PARTICULARS OF MAIN CONTRACT:

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

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

Stuart Walker/Eirian Morris
 Commercial Manager/Commercial Director



Tariq Hussain Khansaheb/
 Amer Abdulaziz Khansaheb/Maher Khansaheb

Ref.No.24287/AQE/2022

20/05/2022

To,
M/s. Khansaheb Civil Engineering LLC
Dubai, U.A.E.

Project: Dorchester Hotel

Kind Attn: Mr. Saman Kulasoorya (Senior Quantity Surveyor)

Sub: Quotation for the Supply of Manpower

Dear Sir,

Thank you for your enquiry and please find herewith our best offer for the supply of manpower for your prestigious project. Hope this suit you and looking forward to your valuable order.

- | | |
|----------------|-------------------------|
| 1. Helper | : AED 09.50/- per hour. |
| 2. Carpenter | : AED 11.50/- per hour. |
| 3. Steel Fixer | : AED 11.50/- per hour. |
| 4. Mason | : AED 12.00/- per hour. |
| 5. Charge Hand | : AED 14.50/- per hour. |

Terms and Conditions

- Extra 5% VAT Charges will be applicable in addition to the quoted rate.
- Food, Accommodation & Transportation will be provided by M/s. Al Qannati Electromechanical & Plumbing Co LLC. *and Smart Hand tools*
- All Safety equipment's like coverall, helmet, and safety shoes will be arranged by 'Al Qannati Electromechanical & Plumbing Co LLC.'
- The working hours should be a minimum of 10 hours, per day.
- Price validity: 15 days from the date of quotation.
- LPO/ Sub-Contract Agreement should be issued in the name of 'Al Qannati Electromechanical & Plumbing Co. LLC' prior to the mobilization of workers.
- Any kind of Gate passes, ID cards, etc required should be provided by M/s. Khansaheb Civil Engineering LLC
- Monthly time sheets should be submitted to supplier within 3 days after the end of each month.
- Payments should be released to supplier within 30 days after the submission of the Invoice.

Please feel free to contact the undersigned for any further clarifications. Assuring you of our best services

For, Al Qannati Electromechanical & Plumbing Co LLC

Pankaj Kumar
Asst. Marketing Manager - Sales
056 5074749

Tel: 04 2560088, Fax: 04 2560089, P.O. Box: 18773
Deira, Dubai - United Arab Emirates
Email: sales@alqannaatii-bkc.com, accounts@alqannaatii-bkc.com

Contractors for Electromechanical, Plumbing & Sanitary, Painting, Floor & Wall Tiling, Partitions & False Ceiling and insulation



BILL OF QUANTITIES

CONTRACT NAME: Dorchester Hotel & Residences
CONTRACT NO : 201A22002
SUBCONTRACTOR: Al Qannati Electromechanical & Plumbing Co. (L.L.C)

Date : 22.05.22

Item	Description	Quantity	Unit	Rate	Amount
	<u>MANPOWER SUPPLY</u>				
1	Chargehand (2 nr x 10 hrs x 2 weeks)	240	Hrs	14.50	3,480.00
2	Masonnr (19 nr x 10 hrs x 2 weeks)	2,280	Hrs	12.00	27,360.00
3	Labor (10 nr x 10 hrs x 2 weeks)	1,200	Hrs	9.50	11,400.00
	TOTAL AMOUNT IN AED.				42,240.00



SUBCONTRACT : GENERAL TERMS AND CONDITIONS

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



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

