



## 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. 201A22002/61**  
**PROJECT NAME: Dorchester Hotel & Residences (Completion Works)**

Al Burhani General Trading LLC  
P.O. Box 5915  
Dubai, U.A.E.  
Tel: 04 2220852  
Fax:

CONTRACT NO.	:	201A22002
SITE CONTACT	:	Mr. Chris McCann
SITE TEL. NO.	:	050 5873058
DATE	:	20 <sup>th</sup> October 2022
OUR REF.	:	AJS/CM/KBD/ARM/201A22002/61

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 and Carpet Works, all in accordance with the subcontract documents, drawings, specifications and all as generally described in the below listed Subcontract documents and to the satisfaction of the Engineer (Subcontract Works) for the Lump Sum of Dhs. 133,457.00 (Dirhams One Hundred Thirty Three Thousand Four Hundred and Fifty Seven Only) (Subcontract Price).

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

**ATTACHMENTS:** 1. KCE email enquiry dated 20.09.2022, 17:04 (1 page).  
 2. ABGT email dated 23.09.2022, 14:37 (16 pages).  
 3. KCE email dated 19.10.2022 (5 pages).  
 4. KCE letter ref. 201A22002/K100/SK/qa/0144 dated 20.10.2022 (28 pages).  
 5. 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 1 <sup>st</sup> Edition 1999
DEFECTS LIABILITY PERIOD	:	As Main Contract

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

Andrew Sanders/Eirian Morris  
Commercial Manager/Commercial Director



Tariq Hussain Khansaheb/  
Amer Abdulaziz Khansaheb/Maher Khansaheb



Plcm (01)

## Saman Kulsooriya

**From:** Kevin Davies  
**Sent:** 20 September 2022 17:04  
**To:** abdut@thefloorist.com  
**Cc:** Shari Reji; Saman Kulsooriya  
**Subject:** Dorchester Hotel & Residence

Hi Abdut,

As discussed, Khansahab have been appointed as main Contractor to complete the Dorchester Hotel & Residence project in Business Bay. Omniyat have directed that we should contact AHK's supply chain to complete the works to the following areas:

- a. B2 & B1 - residential lift lobby.
- b. G/F - residential entrance lobby, corridor and lift lobby at ground floor.
- c. Level 2 - corridor and lift lobby.
- d. Level 4 - lift lobby, corridor, gymnasium/changing rooms.
- e. Level 23 - lift lobby, corridor, members lounge/toilets.

Can you please provide the following:

- i. Details of the orders you have with AHK and / or details of quotations where orders have not been placed.
- ii. Payments you have received from AHK
- iii. Details of works that have been completed & amounts due

Many thanks

Kevin



**Kevin Davies**

Commercial Manager

E kevin.davies@khansaheb.ae | M +971 50 651 1597 | T +971 4 605 7200



## Saman Kulasooriya

**From:** Abduttayyeb Kachwala <abdut@thefloorist.com>  
**Sent:** 23 September 2022 14:37  
**To:** Kevin Davies  
**Cc:** Shari Reji; Saman Kulasooriya; Moiz Champeli; Design | The Floorist; Accounts | The Floorist  
**Subject:** Re: Dorchester Hotel & Residence  
**Attachments:** image488908.png; 03354C- TFL Cost Estimate -AHK-Dorchester-Tencel Carpet Variation.pdf; 05050 - TFL Cost Estimate - AHK- Dorchester Storage charges .pdf; R2-AHK-DOR-006 Al Burhani General Trading LLC (Rev.02) (1).pdf; AHK Dorchester Project & SOA Details-2022-09-22.pdf

Dear Kevin,

Please find the attached AHK Dorchester documents as requested.

1. AHK Dorchester-Project & SOA Details-2022-09-22

**Approved LPO:-**

1. R2-AHK-DOR-006 Al Burhani General Trading LLC (Rev.02)

**Quotations:-**

1. 05050 - TFL Cost Estimate - AHK- Dorchester Storage charges - (Please Check if details mentioned are correct)
2. 03354C- TFL Cost Estimate -AHK-Dorchester- Tencel Variation

**Shop Drawings:-**

1. Drawings - Wechat Link Attached - <https://we.tl/t-Zf7gbxuXYu>

Kindly acknowledge the same and get back to us on it. We are waiting for the warehouse rent and we will get back to you on it.

Best Regards

Abduttayyeb Kachwala  
Senior Project Manager

Al Burhani General Trading LLC

P: +971 4 227 6712

M: +971 55 7059498

W: [www.thefloorist.com](http://www.thefloorist.com)

A: Shed No 7, Baghdad Street D95, Al Qusais Industrial Area 2, Opposite Emirates Transport.

Google Maps : <https://g.page/thefloorist?share>

On Wed, 21 Sept 2022, 21:33 Kevin Davies, <[kevin.davies@khansaheb.ae](mailto:kevin.davies@khansaheb.ae)> wrote:

Hi,

Can you please confirm the following so we can move this forward:

- i. Details of the orders you have with AHK and / or details of quotations where orders have not been placed.



**LOCAL PURCHASE ORDER**
**AHK WORLDWIDE INTERIORS L.L.C**
**PO BOX 71336, DUBAI UAE-TEL:+971 4 5804428-FAX:+971 4 4329218**

To:	Al Burhan General Trading LLC	Project:	Dorchester Hotel
Address:	P.O BOX 5915, DUBAI, UAE	Order Number:	AHK-DOR-006 Al Burhan General Trading LLC (Rev.02)
Tel/Fax:	+971 4 227 6712 /	Date:	10-Nov-21
Mail:	<a href="mailto:abdu@thefloorist.com">abdu@thefloorist.com</a>	Trade Classification:	Carpet and Wooden Flooring Works
Contact Person:	Abduttayyeb Kachwala	Quotation Reference	03354/TFL-03289K
Contact Mobile:	+971 55 7059498	Quotation Date	23/12/2021 / 9/11/2021

Your quotation reference: 03354/03289D      Dated 23/12/2021 / ! is accepted and you are required to supply the items as detailed on the schedule attached for delivery against the terms contained in this LPO

This order is placed subject to the attached General Conditions of Contract and Specific Terms of Conditions for Purchase Order /Local Purchase Order except where modified by the terms stated below.

**GENERAL TERMS OF PURCHASE ORDER:**

LPO Type: Supply and Installation Only      LPO Amount : 112,875.00 AED  
One Hundred Twelve Thousand Eight Hundred Seventy Five Dirhams Only

Completion Period: Items are to be supplied Within [ as per agreed scheduled by PM ] From Receipt of Purchase Order

Delivery Point: Goods are to be Delivered to [ Dorchester Hotel ]

Contact Person from AHK WORLDWIDE INTERIORS LLC | Shashank Goyal ] at [s.goyal@ahk.ae](mailto:s.goyal@ahk.ae)

Enquiries and documentation should be addressed to [AHK Worldwide Interiors LLC] at [P.O.BOX 71336 Dubai, UAE]

Telephone Number [+97145804428] Fax Number [+97144329218]

Contact Person for Delivery: [ Shashank Goyal ] at 052-3703849

**Payment Conditions** Enquiries and documentation should be addressed to [AHK Worldwide Interiors LLC]

Payment will be made on this condition:

*Performance Security Cheque: The Subcontractor shall submit an undated security cheque of 10% of the subcontract value. Advance undated security cheque will be returned against delivery and performance security cheque after one year of completion.*

*30% advance against undated security cheque, 60% against delivery (after inspection) and 10% on completion of installation.*

Retention N/A

This General & Specific terms of this purchase order shall be prior on the event of occurring discrepancies between this LPO and supplier's quotation terms and conditions and others.

For Special Payment Terms please see below if/any

**Priority of document shall be follow.**

- 1) LPO terms and conditions.
- 2) Specification (if required or attached)
- 3) Description and unit rate, quantity on LPO table.
- 4) Quotation from sub-contractor
- 5) Refer to Appendix A for General Terms and Conditions of Purchase for Goods, Services and Works (Attached)

**SPECIFIC TERMS OF PURCHASE ORDER:**

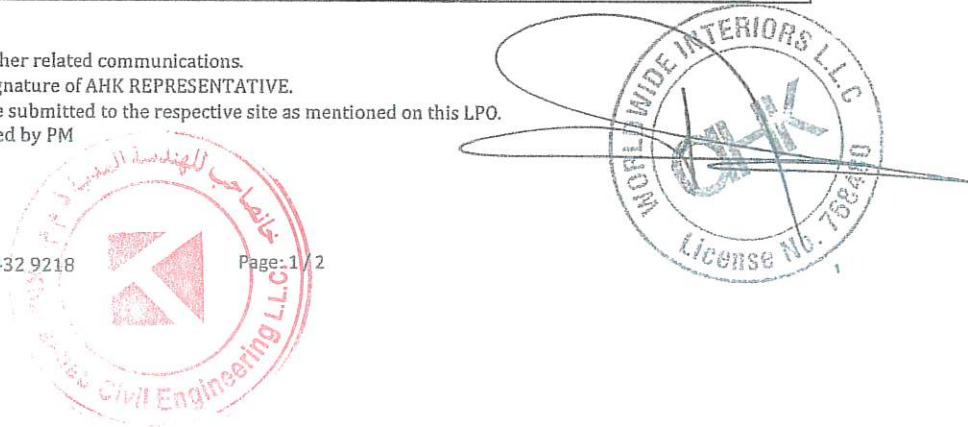
Full compliance to the standard and quality requirement of the Employer and Consultant as per the project specifications and drawings.  
Failure to meet these requirements, Sub-contractor/ Supplier shall be responsible to rectify, replace, renew as necessary.

**PURCHASING TABLE SUMMARY**

SN	Description	UoM	Qty	Rate	Amount
1	Supply of and Installation of Carpet and Wooden Flooring as per approved material	L/s	1	112,875.00	112,875.00
Total Amount				AED	112,875.00

**DELIVERY INSTRUCTIONS:**

- 1 Print LPO Number on all invoices and other related communications.
- 2 Delivery notes should bear name and signature of AHK REPRESENTATIVE.
- 3 All invoices and delivery notes should be submitted to the respective site as mentioned on this LPO.
- 4 Completion Date: as per agreed scheduled by PM



**ATTACHMENT**

1. Quotation from supplier
2. Specification [if required]
3. Detail drawings & layout [if required]
4. Schedule of Delivery (may describe on this LPO or attach if required)
5. Refer to Appendix A for General Terms and Conditions of Purchase for Goods, Services and Works (Attached)

**Special Payment Terms/Notes**

Note: As per the VAT Rules please follow the Invoice detail as below:

1. TAX Invoice must be mention on the top of Invoice.
2. VAT Number must be mention in the Invoice clearly.
3. Invoice Total Value without VAT.
4. VAT Rate.
5. Total VAT Value.
6. Invoice Total Value with VAT.

**SCHEDULE OF DELIVERY**

			Delivery Date	Completion Date
1			as per agreed scheduled by PM	

PURCHASER: AHK WORLDWIDE INTERIORS LLC

Prepared by: April

- Item Database  
 LPO Database

Procurement Officer	Procurement & Logistic Manager	Head of Projects	Contracts and Commercial Manager - MENA
 Lovely April Solomon	 Saima Awais	Emre Odabas	 Younus Mollah
Fadi Abla CEO-MENA			Haldun Kilit CHAIRMAN
Attachments/Remarks			



LOCAL PURCHASE ORDER  
 AHK WORLDWIDE INTERIORS L.L.C  
 PO BOX 71336,DUBAI UAE-TEL:+971 4 5804428-FAX:+971 4 4329218

To:	Al Burhan General Trading LLC	Project:	Dorchester Hotel
Address:	P.O BOX 5915, DUBAI, UAE	Order Number:	AHK-DOR-006 Al Burhan General Trading LLC (Rev.02)
Tel/Fax:	+971 4 227 6712 /	Date:	10-Nov-21
Mail:	abdu@thefloorist.com	Trade Clasification:	Carpet and Wooden Flooring Works
Contact Person:	Abduttayyeb Kachwala	Quotation Reference	03354/TFL-03289K
		Date	23/12/2021 / 9/11/2021

PURCHASING TABLE

SN	Material Description	Code	Size	UoM	Qty	Rate	Amount
	Supply and Installation of Carpet as per approved Material Customized Tufted Printed Carpet Yarn: 100% Nylon Pile Weight: 1200 gsm Pile Height: 7mm						
1	Type RES-FA-05; Carpet Fisnish to meeting room			m2	35	180	6,300.00
2	Type RES-FA-05; Carpet Fisnish to multifunction room			m2	40	180	7,200.00
						Total:	13,500.00
	Supply and Installation of Engineered Wooden Flooring - Chevron including Protection Species: Oak Total Thickness: 20mm Top Layer: 4mm						
	<u>Residential - Ground Floor Lobby</u>						
1	Type RES-WD-01; Wooden flooring "point de hongrie"pattern to concierge and corridor			m2	62	283	17,546.00
2	Type RES-WD-01; Wooden flooring "point de hongrie"pattern to lift lobby			m2	14	293	4,102.00
	<u>Residential - Level 2 Lobby and Corridor</u>						
3	Type RES-WD-01; Wooden flooring "point de hongrie"pattern to lobby			m2	25	283	7,075.00
4	Type RES-WD-01; Wooden flooring "point de hongrie"pattern to lift lobby			m2	12	293	3,516.00
	<u>Residential - Level 4 Amenities, Corridor and Lift Lobby</u>						
5	Type RES-WD-01; Wooden flooring to fitness and yoga area			m2	160	267	42,720.00
6	Type RES-WD-01; Wooden flooring to lift lobby			m2	12	283	3,396.00



LOCAL PURCHASE ORDER  
 AHK WORLDWIDE INTERIORS L.L.C  
 PO BOX 71336,DUBAI UAE-TEL:+971 4 5804428-FAX:+971 4 4329218

To:	Al Burhan General Trading LLC	Project:	Dorchester Hotel
Address:	P.O BOX 5915, DUBAI, UAE	Order Number:	AHK-DOR-006 Al Burhan General Trading LLC (Rev.02)
Tel/Fax:	+971 4 227 6712 /	Date:	10-Nov-21
Mail:	abdut@thefloorist.com	Trade Clasification:	Carpet and Wooden Flooring Works
Contact Person:	Abduttayeb Kachwala	Quotation Reference	03354/TFL-03289K
		Date	23/12/2021 / 9/11/2021

PURCHASING TABLE

SN	Material Description	Code	Size	UoM	Qty	Rate	Amount
	<u>Residential - Level 23 Amenities, Corridor and Lift Lobby</u>						
7	Type RES-WD-01; Wooden flooring to corridor			m2	37	283	10,471.00
8	Type RES-WD-01; Wooden flooring to lift lobby			m2	19	283	5,377.00
						Total:	94,203.00
						Discount	-203.00
	Final Total Amount (SUPPLY AND INSTALLATION OF CARPET)						13,500.00
	Final Total Amount (SUPPLY AND INSTALLATION OF WOODEN FLOORING)						94,000.00
	**** Nothing Follows ****						
				Sub Total	AED	107,500.00	
				VAT 5%	AED	5,375.00	
				Total Amount	AED	112,875.00	





**Al Burhani General Trading LLC**

PO BOX 5915, Dubai, UAE

Tel : +9714-2220852

Email : info@thefloorist.com

## COST ESTIMATE

### CUSTOMER

AHK  
C/o Agnes Katigbak  
Dorchester Residences

DATE :	23-Aug-21
QUOTE NO :	03354C
VALID TILL :	23-Nov-21

### DESCRIPTION

QTY      UNIT      RATE (AED)      AMOUNT (AED)

#### Customized Handtufted Carpet

Quality : 550HT

Yarn : 100% Tencel

Pile Weight : 2500gsm

Pile Height : 10mm

Type RES-FA-05; Carpet finish to meeting room

35.20      sqm      265.00      9,328.00

Type RES-FA-05; Carpet finish to multifunction room

43.80      sqm      265.00      11,607.00

Quote includes installation with TFL R50 Eco Rubber Crumb Underlay With Latex

### TERMS AND CONDITIONS

**TOTAL**      AED 20,935.00

Payment Terms : 100% Advance

Delivery Period : 8-10 weeks after receipt of Advance payment and final approvals

Delivery Terms : DDP (Delivered Duty Paid) at site

**Wastage :** Above Quote includes wastages .

**Installation cost includes:** Adhesive and Grippers where applicable

**Installation cost excludes:** Storage, Self Leveling of subfloor, Protection of the installed flooring, Moving & Replacing of any furniture

**Pre Installation :** Dedicated hoisting facility to be provided for moving the flooring to their respective floors, and a clear large space on a lower floor to open and cut carpet rolls to size

**Tolerance :** Woolen /Tencel Handmade rugs will always initially shed (surplus wool) and sprout. This is typical of all new handmade rugs and it is not a defect. ☑

Rugs are crafted by hand and colors may vary slightly between dye lots and individual rugs. Tolerance is +/- 5%. slight pattern and size irregularities are common in handmade products. Tolerance is +/- 5%

**Note :** Above Quote is exclusive of 5% VAT

For Al Burhani General Trading LLC



**Al Burhani General Trading LLC**

P.O.Box:5915, Dubai, UAE  
Tel: +971 4 22776712  
Email: info@thefloorist.com  
Web: www.thefloorist.com  
TRN #10000734840003



Project : Dorchester Hotel  
Subcontractor: AL BURHANI GENERAL TRADING LLC (S) -floorist  
Scope: Supply and Installation of Carpet & Engineered Wooden Flooring  
Subcontractor Order No.: AHK-DOR-006-Rev.2  
Payment Terms : 30% Advance, 60% Delivery & 10% Completion of Installation

Date: 22-Sep-22

Summary Sheet

Particulars	Actual Quoted			Variation			Final Revised			Payment Terms			
	Rate	Quantity (SQM)	Total	Rate	Quantity (SQM)	Total	Rate	Quantity (SQM)	Total	Advance 30%	Delivery 60%	Installation 10%	Variation Advance to Claim Upon Delivery
Carpets													
RES-FA-05 - Meeting Room	180.00	35.00	6,300.00	265.00	35.20	9,325.00	265.00	35.20	9,328.00	1,890.00	5,964.00	932.80	908.40
RES-FA-05 - Multifunction Room	180.00	40.00	7,200.00	265.00	43.80	11,607.00	265.00	43.80	11,607.00	2,160.00	6,964.20	1,160.70	1,322.10
Engineered Wooden Flooring													
RES-WD-01 - Ground Floor Lobby Corridor	283.00	62.00	17,546.00	-	-	-	283.00	62.00	17,546.00	5,263.80	10,527.60	1,754.60	-
RES-WD-01 - Ground Floor Lift Lobby	293.00	14.00	4,102.00	-	-	-	293.00	14.00	4,102.00	1,230.60	2,461.20	410.20	-
RES-WD-01 - Level 2 Corridor	283.00	25.00	7,075.00	-	-	-	283.00	25.00	7,075.00	2,122.50	4,245.00	707.50	-
RES-WD-01 - Level 2 Lift Lobby	293.00	12.00	3,516.00	-	-	-	293.00	12.00	3,516.00	1,054.80	2,109.60	351.60	-
RES-WD-01 - Level 4 Fitness & Yoga	267.00	160.00	42,720.00	-	-	-	267.00	160.00	42,720.00	12,816.00	25,632.00	4,272.00	-
RES-WD-01 - Level 4 Lift Lobby	283.00	12.00	3,396.00	-	-	-	283.00	12.00	3,396.00	1,018.80	2,037.60	339.60	-
RES-WD-01 - Level 23 Corridor	283.00	37.00	10,471.00	-	-	-	283.00	37.00	10,471.00	3,141.30	6,282.60	1,047.10	-
RES-WD-01 - Level 23 Lift Lobby	283.00	19.00	5,377.00	-	-	-	283.00	19.00	5,377.00	1,613.10	3,226.20	537.70	-
Less: Discount			(203.00)							(203.00)	(60.90)	(121.80)	(20.30)
<b>Total</b>	<b>416.00</b>	<b>107,500.00</b>			<b>79.00</b>	<b>20,935.00</b>			<b>420.00</b>	<b>114,935.00</b>	<b>32,250.00</b>	<b>68,961.00</b>	<b>2,230.50</b>

Invoices Raised & Receipts Details

Particulars	Tax Invoice Date	Tax/Proforma Invoice No.	Total Amount O/s Against Invoice	Receipt Details			Balance as on	Remarks
				Mode	Chq/Trans	Date	Receipt Amount	
Advance (Carpet+Wooden Flooring)	25-Nov-2021	TFL-21-1509	33,862.50	Bank Transfer	25-11-21		33,862.50	22-Sep-2022
Delivery (Wooden Flooring)	2-Jul-2022	TFL-22-1697	59,220.00				-	59,220.00
Delivery (Carpets)	2-Jul-2022	TFL-50-1335	15,531.07				-	15,531.07

Total Revised Project Value (Ind. Vat @ 5%) 120,681.75  
Total Invoices Raised as Above 108,613.57  
Balance Upon Installation 12,068.18

Yours faithfully,  
*[Signature]*  
P.O. Box: 5915 DUBAI - U.A.E  
ALBURHANI GENERAL TRADING L.L.C.

Accountant





**Al Burhani General Trading LLC**  
PO BOX 5915, Dubai, UAE  
Tel : +9714-2220852  
Email : info@thefloorist.com

Cost Estimate		
Quote No.	Date	Valid Till
TFL-05050	22-Sep-22	22-Oct-22

Company Name: AHK

| Kind Attn:

## Ref/Proj Dorchester Hotel - Storage Charges

Sales Person: Ms. Rizwana Khanji

Sr. No	Description	Qty	Unit	AED	
				Unit Rate	Total
1	<b>Storage Charges</b> Effective from : 18-03-2022 Total Number of days: 189 Days till date Total CBM : 14	1.00	ls	18,522.00	18,522.00



The Floorist

Page 1 of 4

Cost Estimate		
Quote No.	Date	Valid Till
TFL-05050	22-Sep-22	22-Oct-22

#### General Notes - Terms and Conditions

**1 Payment Terms :** 100% Advance

**2 Delivery Terms**

a Delivery Period : N/A

b Delivery Terms : DDP (Delivered Duty Paid) at site in Dubai.

c Orders confirmed and advances paid cannot be cancelled. No refunds will be issued for confirmed orders.

**3** Prices are valid when all items in this offer are placed together. Price will increase for part shipments.

**4** The delivery or performance dates specified are approximate only. The Company or the Manufacturing Partners will not be liable in any circumstance for the consequences of any delay in delivery or failure to deliver or perform, if the duration of the delay is not substantial, or if the delay or failure is due to act of God, fire, inclement or exceptional weather conditions, industrial action (whether at the Company's premises or elsewhere), hostilities, shortage of labour, materials, power or supplies, late delivery or performance or nondelivery or non-performance by subcontractors, governmental order or intervention (whether or not having the force of law) or any other cause whatsoever beyond the control or of an unexpected or exceptional nature.

**5** The Company and/or its Manufacturing Partners may state lead times including shipping, based on general experiences on common shipping routes. However, delays due to, or while Forwarding, Shipping, Clearing, or any other 3rd Parties Services or administrative / governmental Bodies, are considered as non-influential by the Supplier/Manufacturer and thus can not be held responsible.

**6 Wastage**

a Above Quote includes wastages based on the BOQ shared, however final quantities are subject to Autocad Drawings any variance on site will effect the value of the quote.

**7 Installation**

a Installation cost includes: Adhesive and Grippers where applicable

b Installation cost excludes: Storage of goods, Self Leveling of subfloor, Protection of the installed flooring, Removal of existing flooring, Moving & Replacing of any furniture, wall skirting or any profiles or other accessories like scaffolding, ladders etc. unless otherwise mentioned. Any such requirement will be charged separately.

c Pricing of installation services are generally for regular working days and hours; which is from Monday to Saturday 8:00 AM to 5:00 PM. Installation services required outside the regular days and hours are subject to overtime, which will be charged additionally.

d Surcharge of AED 500.00 /- night for any works to be carried out during the night

e Quoted price is for standard installation method only. Any changes in installation method/accessories or any special requirements will affect the price.

f Flooring, once installed, has to be protected by client. The company cannot be held responsible for any damages due to site conditions or by other contractors.

g Obstruction free access to the site along with hoisting facilities and forklift to be provided by the client.

h Food and Accommodation is to be provided by client if Site is outside Dubai, UAE

Cost Estimate		
Quote No.	Date	Valid Till
TFL-05050	22-Sep-22	22-Oct-22

- i Sufficient dedicated clear working space to be provided by the client on the ground floor or basement area for opening and cutting of the rolls prior to installation.
- j Airconditioning is required prior to installation.
- k Areas to receive floor covering should be free from dirt, dust and debris, and maintained at the correct climatic condition. The floor has to be perfectly level and smooth prior to installation conditions for at least 72 hours prior to floor installation.
- l No other contractor to be allowed to work while the flooring installation is under progress. The company is not liable to any damage or unsatisfactory installation due to disturbances created by other contractors trespassing on the site during the installation of flooring
- m Electrical Power to be provided by the Client.

#### 8 Acclimatization

- a Flooring material needs to be acclimatized, and is to be stored at the installation premises in an airconditioned atmosphere (correct climatic condition) for at least 72 hours prior to installation.

#### 9 Storage

- a Storage charges are not included in the above quote. Storage charges will be levied at AED 50.00 per CBM per day

- b All ordered, delivered and installed material will remain property of the company until full payment has been received from client.

- c All Shipments are made to order & delivered directly to the site/warehouse as requested by the client. The company is not responsible for storing shipments, & if storage is required for any reason, all expenses must be borne by the client.

- e Safety and security of the goods on site are client's responsibility. Any damages or mishandling of goods by other subcontractors on site is not the company's responsibility.

- f Any special requirements for storage such as pallets, or plastic sheets to be provided by the client.

#### 10 Carpets

- a Woollen carpets and rugs will always initially shed (surplus wool) and sprout. This is typical of all new woollen carpets and rugs and it is not a defect.

- b Slight pattern and size irregularities are common in handmade products. Acceptable tolerance is +/-5%.

- c Any special carpet treatment is not included in the above quote.

- d Colors: Every dye lot will have a slight color variation. 100% match in color and design can not be guaranteed. Acceptable tolerance is +/-5%.

- e We guarantee professionally constructed durable carpet seams. Professionally constructed seams are not invisible seams. There are many factors affecting whether a seam will be visible including but not limited to the type and amount of natural or artificial lighting in the room, the thickness, the pattern, construction and color of the carpet.

- f All rugs will have action backing. Any kind of special backing such as cotton backing or anti-slip backing will be charged extra.

- g For cleaning of carpets, kindly refer The Floorist Operations & Maintenance Manual. **Do not** use Rotary Shampoo Machines or Spin Bonnet Absorbent pads on wool or wool blend carpets. Only Woolsafe Chemicals to be used on Wool Carpets.



Cost Estimate		
Quote No.	Date	Valid Till
TFL-05050	22-Sep-22	22-Oct-22

#### **11 Wood Floors**

- a Top layer Oak veneer will be of character grade. Color variation and knots are a natural feature of wooden products and can not be avoided.
- b The above quote doesn't include Steps, Tread, Riser, Nosing, Inserts, Raised Floor, protection of installed flooring unless otherwise mentioned in the above quote.
- c All Accessories like skirtings, metal Inserts and profiles, silicon inserts, electrical floor box cut-outs, tread & risers, manhole access etc. will be charged additional incase it is required by the Client.
- d Floor electrical box finish will be charged additionally at a rate of Dhs.300/box. [if required]

#### **12 Sampling**

- a Sample lead time is 2-3 weeks after confirmation and approval of artwork.
- b Quality reference samples will be provided and any additional samples are chargeable.

#### **13 Variation**

- a Variation quotes have to be commercialized and payment to be made prior to start of work

- b The Client is liable to pay for the Material, Logistics, Transportation (Air or Sea) and Clearing charges for any additional quantity required.

**14** All artworks/samples and shop drawings are to be signed off by the client prior to production. Production will only commence upon receipt of Purchase Order & advance as stipulated in the Proforma Invoice.

**15** The above project validity for the completion of works is not more than six months from the date of order confirmation & receipt of advance payment. The Client has to make full payment of project and take the material delivery within six months of the purchase order or advance payment.

**16** Any variation on site after commencement of production is not the company's responsibility, and the client has to reorder the goods as per the variation.

**17** Material warranties are as per Manufacturers Terms & Conditions

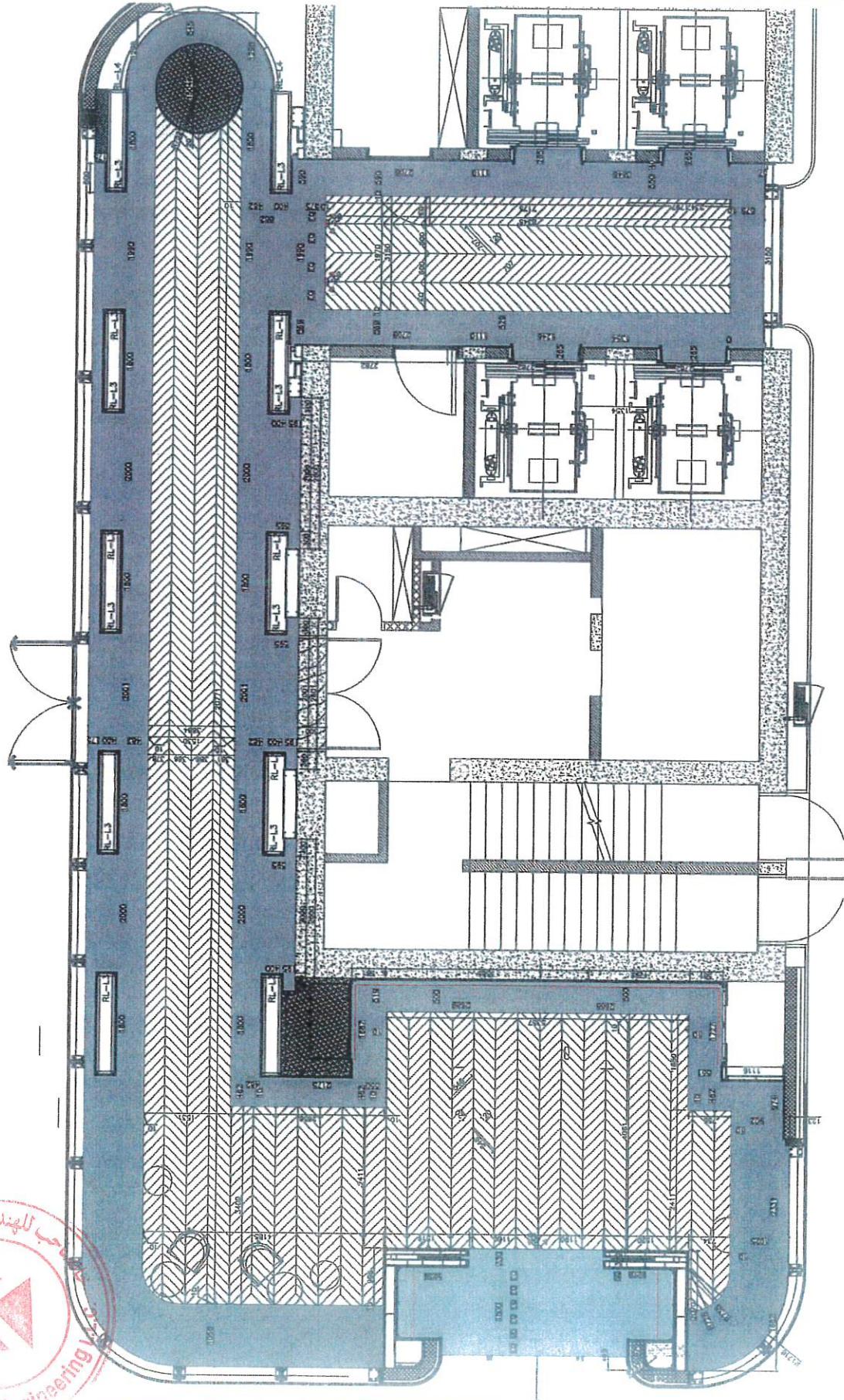
**18** Confirmation of this quotation is considered as acceptance of Client to the Company's Terms & conditions

For Al Burhani General Trading LLC



THE  
Floorist

DATE	31/10/2021
CLIENT	AHK
PROJECT	Dorchester Residence
DRAWING TITLE	TFL-B-250-SD
NOTES	Wooden Layout S1 - Starting Point
REVISION HISTORY	
REV.	DESCRIPTION
	DATE



WOODEN FLOOR LAYOUT - GROUND FLOOR

DRAWN BY / -Maha	CHECKED BY / -Abu
SCALE @ A1 SHEET	PROJECT NUMBER
As Shown	TFL-B-250

NOTES:-  
1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED  
OR OTHERWISE



THE  
Floorist

DATE  
31/10/2021

CLIENT  
AHK

PROJECT  
Dorchester Residence

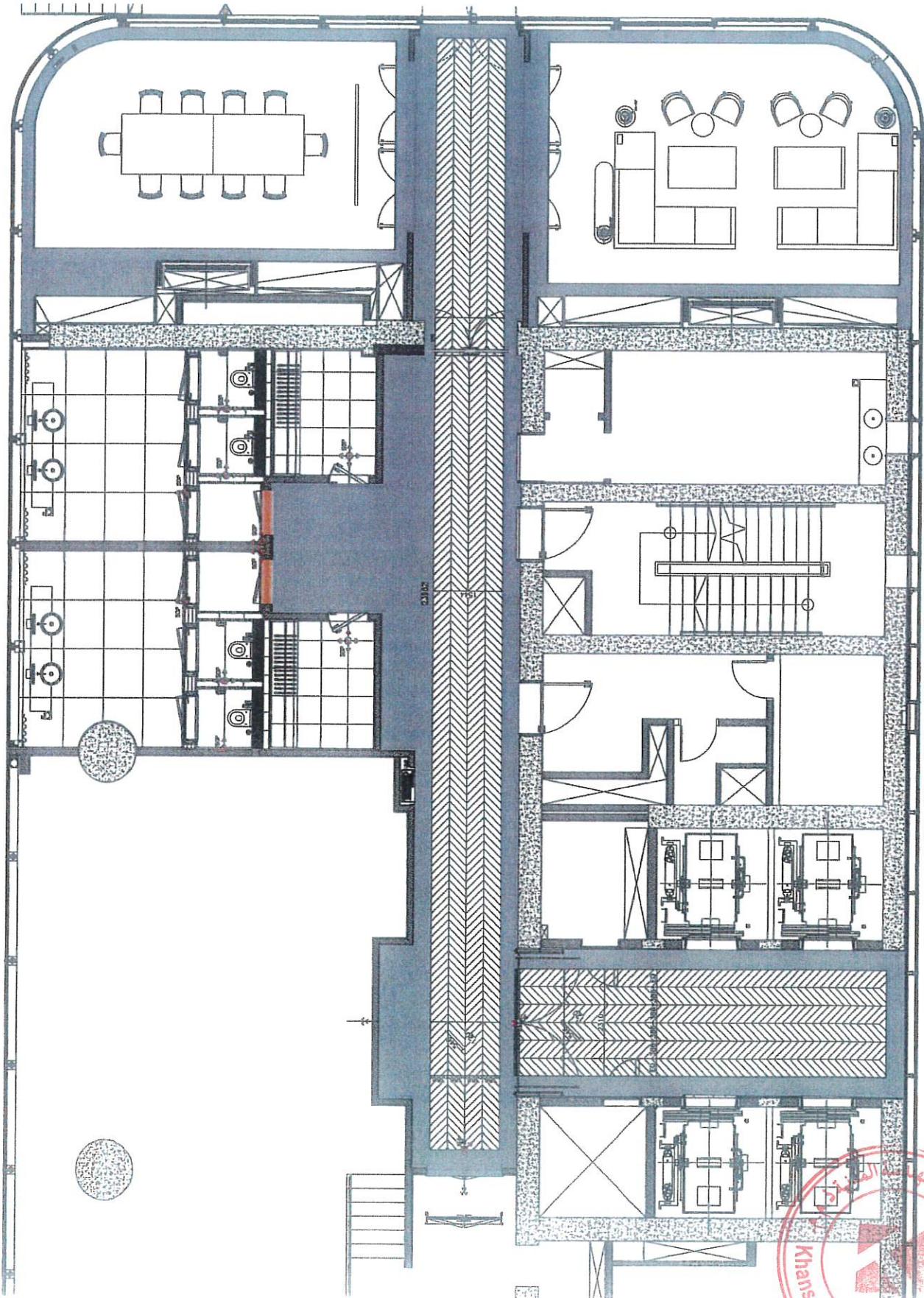
DRAWING TITLE  
TFL-B-250-SD

NOTES  
Wooden Layout  
SF - Starting Point

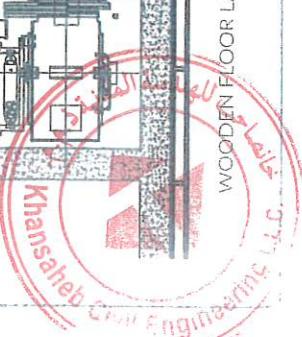
REV.	DESCRIPTION	DATE

DRAWN BY	CHECKED BY	DATE
AH	MF	31/10/2021
As Shown		

NOTES:-  
1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS STATED OTHERWISE



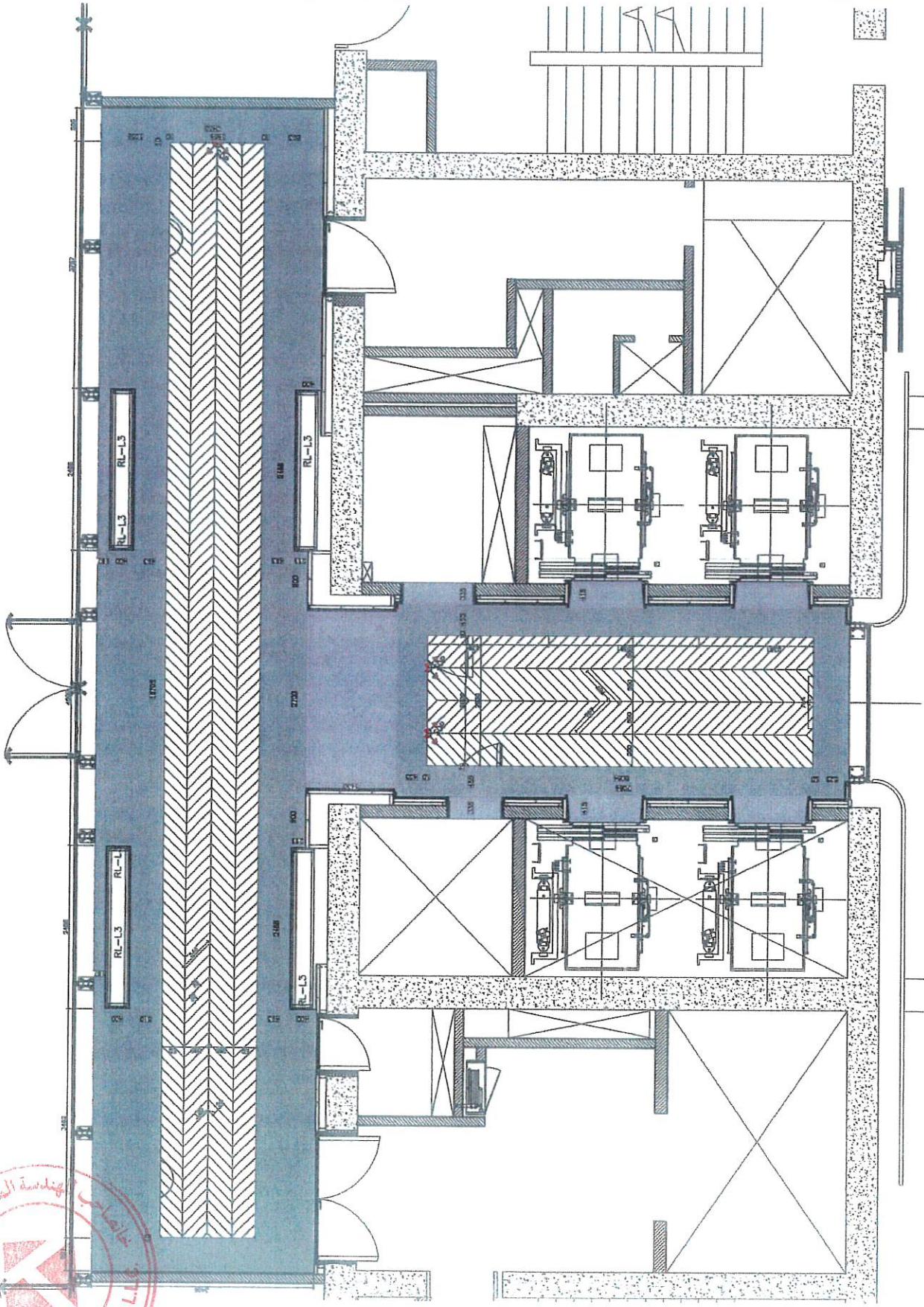
WOODEN FLOOR LAYOUT - LEVEL 23





THE  
Floorist

DATE	31/10/2021	
CLIENT	AHK	
PROJECT	Dorchester Residence	
DRAWING TITLE	TRFL-B-250-SD	
NOTES	Wooden Layout S1+ - Starting Point	
REVISION HISTORY		
REV.	DESCRIPTION	DATE



WOODEN FLOOR LAYOUT - LEVEL 2

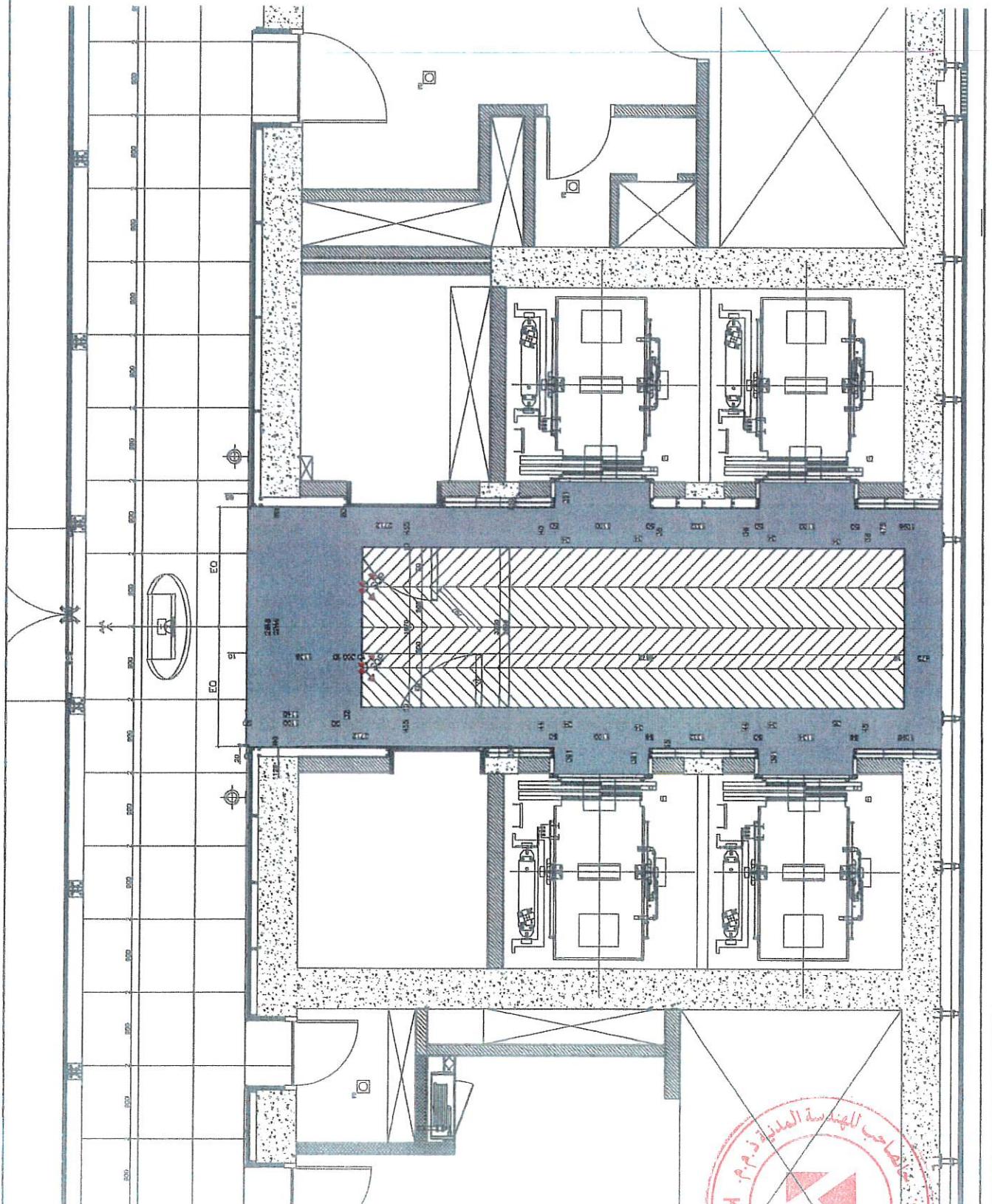
DRAWN BY - Nabi	CHECKED BY - Nabi
SCALE OF 1:50 SHEET	PROJECT NUMBER:
All shown	(11-B-25)

NOTES:  
1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED.  
DRAWINGS ARE FOR INFORMATION PURPOSES ONLY.



THE  
Floorist

DATE	31.10.2021	
CLIENT	A/HK	
PROJECT	Dorchester Residence	
DRAWING/NON-TITLE	TFL-B-250-SD	
DRAWN BY		
CHECKED BY		
APPROVED BY		



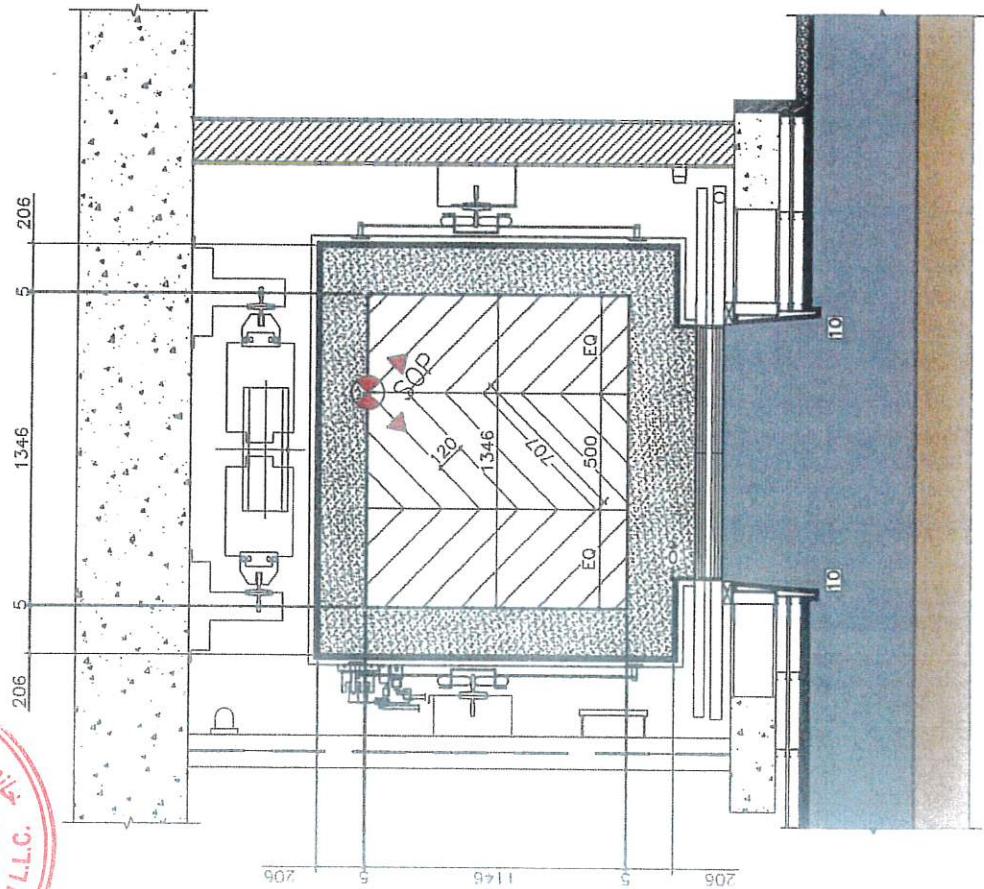
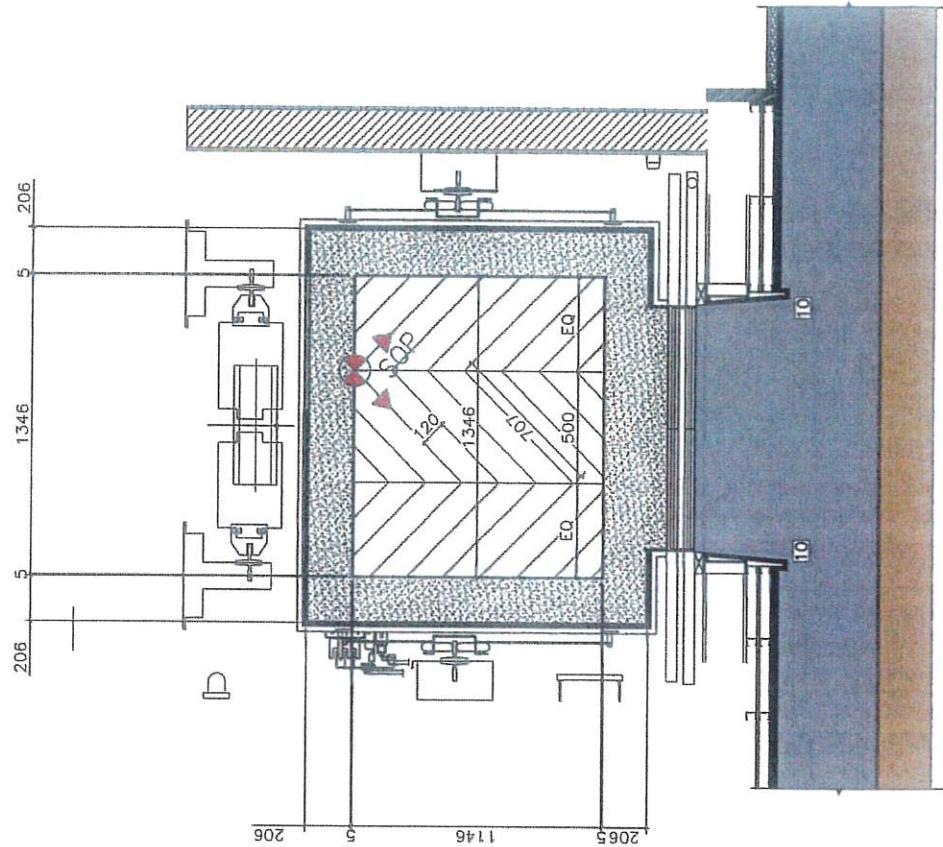
WOODEN FLOOR LAYOUT - LEVEL 4



THE  
Floorist

DATE	31/10/2021
CLIENT	AHK
PROJECT	Dorchester Residence
DRAWING TITLE	TFL-B-250-SD
NOTES	Wooden Layout SOP: Starting Point

REVISION HISTORY	
REV.	DESCRIPTION
	Date



DRAWN BY - Asif	CHECKED BY - Md
SCALE @ A1 SHEET	PROJECT NAME (E)
At-Sheen	TFL-B-250

NOTES:-  
1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE  
STATED.

## Saman Kulsooriya

**From:** Shari Reji  
**Sent:** 19 October 2022 19:12  
**To:** Abduttayyeb Kachwala  
**Cc:** Design | The Floorist; Saman Kulsooriya; Mithun Vallar Veetil; Anil Kumar Kariyappa  
**Subject:** RE: Dorchester- Lift Lobbies  
**Attachments:** Metal Works.xlsx; 2019.06.07- RESIDENCES-GENERAL MATERIAL LIST.pdf

Abdut,

As per the conversation we had now, please see the attached BOQ and all the other details are given in below link

[AHK balance works](#)

Regards  
Shari Reji



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

**From:** Abduttayyeb Kachwala <[abdut@thefloorist.com](mailto:abdut@thefloorist.com)>  
**Sent:** 19 October 2022 03:02 PM  
**To:** Shari Reji <[shari.reji@khansaheb.ae](mailto:shari.reji@khansaheb.ae)>  
**Cc:** Design | The Floorist <[design@thefloorist.com](mailto:design@thefloorist.com)>; Saman Kulsooriya <[samman.kulsooriya@khansaheb.ae](mailto:saman.kulsooriya@khansaheb.ae)>; Mithun Vallar Veetil <[mithun.vallarveetil@khansaheb.ae](mailto:mithun.vallarveetil@khansaheb.ae)>; Anil Kumar Kariyappa <[anil.morabad@khansaheb.ae](mailto:anil.morabad@khansaheb.ae)>  
**Subject:** Re: Dorchester- Lift Lobbies

Hi Shari,

Please update me on this.

Best Regards

Abduttayyeb Kachwala  
Senior Project Manager

Al Burhani General Trading LLC  
P: +971 4 227 6712  
M: +971 55 7059498  
W: [www.thefloorist.com](http://www.thefloorist.com)  
A: Shed No 7, Baghdad Street D95, Al Qusais Industrial Area 2, Opposite Emirates Transport.

Google Maps : <https://g.page/thefloorist?share>

On Thu, 13 Oct 2022, 15:16 Abduttayyeb Kachwala, <[abdut@thefloorist.com](mailto:abdut@thefloorist.com)> wrote:

Hi Shari,

Thank you for your email.



**OMNIyat DORCHESTER RESIDENCES - DUBAI**  
 Interior design - General Finishes Schedule  
 rev.1019/09/18

FA: FABRIC FINISHES CODE SCHEDULE					
CD Tag	Picture	Material	Manufacturer	Finish/Varnish	Location
RES-FA-01		Carpet	TBD		4 Bedrooms: WIW 2 Bedrooms: WIW 4 Bedrooms duplex: WIW
RES-FA-02		100% wool	Créations Metaphores	ref : Blackjack bronze T1237/020	2 Bedrooms: Formal living room's banquette's cushions
RES-FA-03		Fabric	Dedar Milano	Ritmo Cartesiano - Ivory Tusk T18034/001	2 Bedrooms: Formal living room - Wall above the banquette
RES-FA-04		Padded silk	G&B	Kyoto - Mica 6018/141	4 Bedrooms: Formal living room walls
RES-FA-05					Amenities
RES-FA-06					Amenities
RES-FA-07					Amenities
RES-FA-08		Inset carpet	TBD		Penthouse: master bedroom
RES-FA-09		Fabric	DEDAR	collection TABULARA RASA Col Champagne 130	Penthouse: master bedroom headboard
GL: GLASS FINISHES CODE SCHEDULE					
CD Tag	Picture	Material	Manufacturer	Finish/Varnish	Location
RES-GL-01 dito HTL-GL-01		Extra Clear mirror	TBD	extra clear	4 Bedrooms+4BR D: Powder room / Master Bathroom/Bathrooms/stair wall Living room / Powder room / Master Bathroom/Bathrooms/ WIW
RES-GL-02 dito HTL-GL-05		Extra Clear glass	TBD		4 Bedrooms: Master Bedroom / Bathrooms 2 Bedrooms + 4BD: Study / Bathrooms
RES-GL-03 dito HTL-GL-03		Gradient satin glass	Vitreal Specchi	col. Madras Nuova - gradient satin glass - satin finish produced by a special chemical process - fades very gradually to complete transparency.	4 Bedrooms+4BR D: all bathrooms 2 Bedrooms: all bathrooms
RES-GL-04		Opaline glass	TBD		4 Bedrooms+4BR D: Bathroom mirrors 2 Bedrooms: Bathroom mirrors
RES-GL-05		Clear glass with fabric/mesh interlayer	Bisson Brunell	clear glass + fabric ref Polyabaca "Paille"	4 Bedrooms: Dining room 2 Bedrooms: Formal living room
RES-GL-06	DELETED		TBD	TBD	4 Bedrooms Duplex: Kitchen high cupboards
ME: METALS FINISHES CODE SCHEDULE					
CD Tag	Picture	Material	Manufacturer	Finish/Varnish	Location
RES-ME-01		Brass	TBD	Brushed bronze patina	Metalwork ,doors
RES-ME-02 dito HTL-ME-03		Polished Stainless Steel	TBD	Extra polished	Metalwork ,doors
RES-ME-03		Brushed Steel	TBD	Brushed natural	Floor joints
RES-ME-04 dito HTL-ME-04		Brass	TBD	Brushed-clear varnish anti trace	Floor joints
RES-ME-05 dito HTL-ME-02		Hammered antique brass	TBD	Hammered, match color to ME-01	Handgrips
RES-ME-06		White metal RAL 9003	TBD	Mat	4 Bedrooms duplex: Stairs stringer board
PT: WALL & CEILING PAINT FINISHES CODE SCHEDULE					
CD Tag	Picture	Material	Manufacturer	Finish/Varnish	Location
RES-PT-01		White Paint	Farrow&Ball	Winborne white 239,mat	4 Bedrooms+4Br D: Wall/ceiling 2 Bedrooms: Wall/ceiling



**OMNIYAT DORCHESTER RESIDENCES - DUBAI**  
 Interior design - General Finishes Schedule  
 rev. 01/09/09/18

RES-PT-02		White Paint	Farrow&Ball	All white 2005 ,satin	4 Bedrooms: Corridor ceiling
RES-PT-03 same as PT-04		PCP Pierre d'étoile	Signature murale	White	4 Bedrooms:Corridor walls 2 Bedrooms: Master Bedroom's Niche, corridor walls
RES-PT-04		Pierre d'étoile	Signature murale	White	4 Bedrooms: Corridor walls 2 Bedrooms: Corridor walls
RES-PT-05B		Special finish "tulip"	Atelier Martin Berger	Nid d'abeille blanc nacré	4 Bedrooms: Minibar doors
RES-PT-06		Beige Paint	Farrow&Ball	Joa's White n°226, mat finish	2 Bedrooms : Master Bedroom's walls
RES-PT-07		White Paint	Farrow&Ball	All white 2005, Glossy	2 Bedrooms: Master bedroom wainscot
RES-PT-08		Beige textured PCP wallcoating	Signature murale	PCP K-149 N0004 AQUAWA	Apartments' Corridor: walls Penthouse: pool hall +living room walls
RES-PT-09					Amenities
RES-PT-10					Amenities
RES-PT-11					Amenities
RES-PT-12					Public spaces
RES-PT-13		Tadelakt			Public spaces
RES-PT-14					Public spaces
RES-PT-15		White	Farrow&Ball	Winborne white 239 glossy	Penthouse:dining room ceiling

**ST: STONE FINISHES+CERAMIC ASPECT STONE CODE SCHEDULE**

CD Tag	Picture	Material	Manufacturer	Finish/Varnish	Location
RES-ST-01 ditto HTL-ST-01		Crystal White quartz	TBD	Polished	4 Bedrooms:Baseboard, kitchen, architrave, skirting, corridor floor mosaic 2 Bedrooms:Foyer & Corridor
RES-ST-02		Namibian sky quartz	TBD	Polished	4 Bedrooms: Master bathroom baseboard,architraves
RES-ST-03		Namibian sky quartz	TBD	Satin	4 Bedrooms: Master bathroom flooring
RES-ST-04		Namibian sky quartz	TBD	Antislippery treatment	4 Bedrooms: Master bathroom shower flooring
RES-ST-05 ditto HTL-ST-04		Grigio Carnico marble	TBD	polished	4 Bedrooms: hall, master bathroom,
RES-ST-06		Grigio Carnico marble	TBD	antislippery treatment	4 Bedrooms: Master Bathroom border+cladding, bathrooms floors
RES-ST-07 A		Lilac marble	TBD	Satin	4 Bedrooms: Powder room option A 2 Bedrooms: Powder room option A
RES-ST-07 B		Ciacatta Oro marble	TBD	Satin	4 Bedrooms: Powder room option B 2 Bedrooms: Powder room option B & Kitchen ABR D:skirtings, stair, corridor wall, kitchen
RES-ST-08		Carrara marble	TBD	Satin	4 Bedrooms+ABR D : Bathrooms 2 Bedrooms: Bathrooms
RES-ST-09		Carrara marble	TBD	Antislippery treatment	4 Bedrooms: Bathrooms 2 Bedrooms: Bathrooms

OMNIyat DORCHESTER RESIDENCES - DUBAI  
Interior design - General Finishes Schedule  
rev.2019/09/13

RES-ST-10		Bianco Lasa Covellino Macchia Vecchia marble	TBD	Satin	4 Bedrooms: Show Kitchen
RES-ST-11		new St. Laurent marble	TBD	Satin	4 Bedrooms: Corridor mosaic, WIW, bedrooms bathroom floor
RES-ST-12		Ceramic tiles 1060 old rose	Mosaic Del Sur	zellige 10x10cm	4 Bedrooms: Kitchen, laundry
RES-ST-13		Ceramic tiles Timeless or Dust	Marazzi	Cream 60x60	B.O.H.
RES-ST-14		Ceramic tiles Timeless or Dust	Marazzi	Cream 40x40	B.O.H.
RES-ST-15		Grigio Carnico marble	TBD	Honed	2 Bedrooms: Foyer & Formal living room's Niche 4 Bedrooms duplex : Skirting
RES-ST-16		Travertine stone light	TBD	Honed + mat resine to fill the holes on floor	2 Bedrooms: Master Bathroom
RES-ST-17		Calacatta Oro marble	TBD	Satin & antislippery treatment	2 Bedrooms: Master Bathroom floor
RES-ST-18		Ceramic tiles 1018	Mosaic Del Sur	Zellige 10x10cm	2 Bedrooms: Utility room
RES-ST-19		Ribbed travertine stone	TBD	TBD	4 Bedrooms duplex : Corridor wall - Living room wall
RES-ST-20		Tiles	TBD	TBD	4 Bedrooms duplex : B.O.H. kitchen backsplash
RES-ST-21					Amenities
RES-ST-22					Amenities
RES-ST-23					Amenities
RES-ST-24					Amenities
RES-ST-25					Amenities

RES-ST-26		new St. Laurent marble	TBD	Polished	Lobby entrance floor + lift Lobby GF walls
RES-ST-27		new St. Laurent marble	TBD	Honed	Lobby entrance floor
RES-ST-28		Verde St. Lucia	TBD	Satin	Penthouse entrance hall walls, living room walls
RES-ST-29		Verde St. Lucia	TBD	Polished	Penthouse entrance hall floor
RES-ST-30		Dover white	TBD	Satin	Penthouse powder room

WD: WOOD FINISHES CODE SCHEDULE

CD Tag	Picture	Material	Manufacturer	Finish/Varnish	Location
RES-WD-01		Sepia	Schotten Hansen	Brushed, fine grain	4 Bedrooms: Flooring
RES-WD-02 dito HTL-WD-02		Smoked oak	TBD	Mat finish	4 Bedrooms+4BR D: Cornice, wall panelling, doors 2 Bedrooms: Cornice, wall panelling, doors
RES-WD-03 dito HTL-WD-07		Smoked oak	TBD	Glossy	4 Bedrooms: Joinery
RES-WD-04		US Walnut	TBD	Mat	4 Bedrooms+4BR D: Joinery 2 Bedrooms: Joinery



**OMNIYAT DORCHESTER RESIDENCES - DUBAI**  
 Interior design - General Finishes Schedule  
 rev. 2/12/13

RES-WD-05		US Walnut	TBD	Glossy	4 Bedrooms+4BR D: Joinery 2 Bedrooms: Joinery
RES-WD-06		US Walnut	TBD	Satin	4 Bedrooms: Joinery 2 Bedrooms: Joinery
RES-WD-07		White lacquer	Farrow&Ball	Winborne white 239, mat	4 Bedrooms+4BR D: Cornices 2 Bedrooms: Doors & Baseboards
RES-WD-08 ditto HTL-WD-06		Natural oak	TBD	Mat finish, open pore	4 Bedrooms: Cornices
RES-WD-09		Colour lacquered wood	RAL 6011	Satin	4 Bedrooms: BOH kitchen
RES-WD-10		Smoked oak	TBD	Satin	2 Bedrooms: Formal living room
RES-WD-11		Natural oak	HAKWOOD	Ref: Aura, Brushed mat	2 Bedrooms: Flooring 4 BR D:flooring
RES-WD-12		white lacquer	TBD	RAL 1013, mat finish	4 Bedrooms: below the stone kitchen shelf
RES-WD-13		White lacquered wood	Farrow&Ball	All white 2005, HighGloss	4 Bedrooms duplex: kitchen cupboards
RES-WD-14		Color lacquered wood	TBD	TBD	4 Bedrooms duplex: B.O.H. kitchen cupboards
RES-WD-15		Hornbeam planks	TBD	mat, 10 cm planks	4th fl fitness
RES-WD-16		Medium brown tinted oak	TBD	tinted, open pore	4th fl fitness skirting, 23rd corridor
RES-WD-17		Sepia	TBD	Slightly Brushed, fine grain, satin finish, color ditto RES-WD-01	Penthouse: master ceiling

WC: WALL COVERING FINISHES CODE SCHEDULE

CD Tag	Picture	Material	Manufacturer	Finish/Varnish	Location
RES-WC-01		Linen fabric II COURTESAN	HOLLAND SHERRY	DEWP7880	4 Bedrooms: Entrance hall 2 Bedrooms: Foyer
RES-WC-02		Wallpaper	Pierre Frey	BP334002 Crème	4 Bedrooms duplex: Snug room / mezzanine 2 Bedroom: living room
RES-WC-03		Wallpaper	Pierre Frey	BP334003 BEIGE	Amenities

OT: OTHER FINISHES CODE SCHEDULE

CD Tag	Picture	Material	Manufacturer	Finish/Varnish	Location
RES-OT-01		Laminate	Polyrey	Ref: F054 "Ficelle"	4 Bedrooms: Interior 2 Bedrooms+4br D: Utility room, Corridor, Bathroom storage
RES-OT-02		Laminate	Polyrey	ref F026 "Feutre"	4 Bedrooms
RES-OT-03					Amenities



Ref: 201A22002/K100/SK/qa/0144  
Al Burhani General Trading L.L.C,  
P.O. Box 5915,  
Dubai,  
United Arab Emirates  
Tel No. 04 222 0852

20<sup>th</sup> October 2022

Email. [abdut@thefloorist.com](mailto:abdut@thefloorist.com)

Attn; Mr. Abduttayyeb Kachwala - Sr. Project Manager

Dear Sir,  
**Dorchester Hotel & Residences**

**Design, Supply, Installation of wooden flooring and carpet works**

Further to the meetings held at our site offices on 22<sup>nd</sup> September 2022, we enclose herewith for your information and further action the following;

- |                                |            |
|--------------------------------|------------|
| 1. Minutes of Kick off meeting | (13 pages) |
| 2. Relevant Correspondence     | (01 page)  |
| 3. Clarification Schedule      | (04 pages) |
| 4. Trade Check list            | (01 page)  |
| 5. Bill of Quantities          | (01 page)  |
| 6. K5 Summary of Requirements  | (03 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.

Thank you for your attention.

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

Chris McCann  
Senior Project Manager



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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22001
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Subcontractor (SC):	Al Burhani General Trading L.L.C.	Meeting Date:	22.09.22
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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 and carpet works

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name:	Al Burhani General Trading L.L.C.	Name:	Khansaheb Civil Engineering LLC
Address:	P. O. Box 5915 Dubai UAE	Address:	P.O.Box 2716 Dubai, UAE
Tel No.	04 2220852	Tel No.	04 605 7200

NAME (SC)		DESIGNATION	NAME (KCE)		DESIGNATION
Present:	Abduttayyeb Kachwala	Sr. Project Manager	Present:	Saman Kulsooriya Shari Reji	Sr. Quantity Surveyor Quantity Surveyor

**Khansaheb point of contact (KCE):**

Name:	Chris McCann
Position:	Senior Project Manager
Mobile No:	056 507 6171
Email:	chris.mccann@khansaheb.ae

**Project Commercial Manager (KCE):**

Name:	Kevin Davies
Mobile No:	050 651 1597
Email:	kevin.davies@khansaheb.ae

**Subcontractor point of Contact (SC):**



Name:	Abduttayyeb Kachwala
Position:	Sr. Project Manager
Mobile No:	055 705 9498
Email:	abdu@thefloorist.com

**Correspondence:**

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

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22001
Item	Minute	Action by	Date
2.0	Commercial Sufficiency		
2.1	Khansaheb Tender Enquiry		
	<p>SC confirmed receipt of KCE tender Enquiry:            Reference: KCE(Kevin) email,17:04 PM            Dated: 20.09.2022</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 23.09.22 remained valid until 23.11.22	Burhani(Abdut) email,14.37 PM	
2.2.2	SC confirmed its tender price as:	AED 133,457.00	
2.2.3	SC confirmed its tender price was:	Lump Sum Fixed Price	
2.2.4	SC confirmed that its rates and prices are fixed until: Issuance of the Performance Certificate		
2.2.5	SC confirmed that after discount its final offer is: AED 133,457.00		
2.3	Insurance, Bonds & Warranties		
2.3.1	SC confirmed that an Advance Payment would not be required	No	
2.3.2	KCE and SC agreed that the Advance Payment would be 30 % of the Subcontract price.		Refer Cont. sheet
2.3.3	The Advance Payment will be recovered at 30 % 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		Refer Cont. sheet



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22001
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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	<b>Valuation &amp; Payment</b>		
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"/> on receipt of the Defects Liability Certificate for the Main Contract works		
2.4.5	KCE and SC agreed that all retention payments will be made within <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:	201A22001
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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.					
2.4.7	KCE and SC agreed that the Defect Liability Period would be: <table border="1"><tr><td>365</td><td>days</td><td>from date of Taking over certificate</td></tr></table>	365	days	from date of Taking over certificate		
365	days	from date of Taking over certificate				
	Further commercial terms were recorded in the continuation sheets: <input checked="" type="checkbox"/> Yes					
2.5	Conditions of Contract					
2.5.1	<b>Main Contract</b> Project Description: All outstanding Works required to bring the Project known as the Dorchester Hotel & Residences to completion					
2.5.2	Form of Contract: <input checked="" type="checkbox"/> FIDIC first ed. 1999 Red Book as amended by Particular Conditions (see continuation sheet)					
2.5.3	KCE confirmed and the SC agreed that the Main Contract documents, including drawings, specifications and other schedules / appendices (excluding commercially sensitive information) are available for inspection by the SC.					
2.5.4	The SC confirmed that his offer is fully technically and commercially compliant with the Main Contract and any future Subcontract agreement will be performed on a back to back basis, except as noted herein.					
2.5.5	The SC confirmed that he has made due allowance for the above in his price.					
	<b>Subcontract</b>					
2.5.6	Form of Subcontract: <input checked="" type="checkbox"/> 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 Clarification schedule					
2.5.8	KCE and SC confirmed their responsibility for the provision of certain attendances / facilities by reviewing the K5 form. The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting					



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22001
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Item	Minute	Action by	Date
3.0	Design		
3.1	<p>The following design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>Design Responsibilities as per the Main Contract for the Subcontract works</p>		
3.2	<p>The following temporary works design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>The SC will be responsible for the design of temporary works as necessary to execute the Subcontract Works.</p>		
3.3	The SC confirmed that his design, will be in accordance with the Tender and Main Contract documents and all design obligations shown and / or described therein are included.		
3.4	SC confirmed that it has sufficient and competent design resource available to deliver the above design responsibilities for this project.		
3.5	SC confirmed that his tender is fully compliant with all applicable Building Standards, Statutory Authority Regulations, Civil Defence and Municipality requirements etc.		
3.6	<p>SC confirmed that he has included for the provision of shop drawings:</p> <p>Yes</p>		
3.7	<p>SC agreed to provide all necessary as-built information and records:</p> <p>Yes</p>		
3.8	<p>SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals:</p> <p>Yes</p>		
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:	201A22001										
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: <span style="border: 1px solid black; padding: 2px;">will not be</span> permitted on this contract.</p> <p>If permissible KCE and SC agreed that the rules of 4.1 above would apply and the SC would submit comprehensive record sheets within 24 hours of the work being carried out.</p>												
4.3	The SC agreed to promptly advise KCE, in writing, of the impact that any instruction may have on the Subcontract works and to comply with the requirements of the Subcontract in all cases.												
4.4	Instructions issued by the Client / Consultants direct to the Subcontractor should not be acted on, unless relating to H&S matters. The SC agreed to notify KCE in writing about any instruction issued by the client.												
4.5	SC agreed to proceed with all instructions issued by the above named persons, including cases where the value has not been agreed.												
5.0	Technical Sufficiency												
5.1	<p>SC stated that its tender was technically fully compliant with the tender enquiry documents including but not limited to specifications, drawings, BOQ etc. and all applicable Building Standards / Statutory Authority Regulations, including Civil Defence and Municipality requirements etc. current at the date of its tender.</p> <p><span style="border: 1px solid black; padding: 2px;">Yes</span></p> <p>If no, the variance were identified as; [refer to appendix 2 for a complete list of clarifications / agreements]</p> <p>The SC's offer is deemed to be fully compliant</p>												



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22001
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: Please refer Appendix 2	Yes	
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:  Monday to Thursday Friday Saturday to Sunday	7am - 5pm 7am - 5pm Closed	
	If the SC wishes to work outside the above hours then permission must be requested / obtained from KCE's Project Manager in writing with 24 hours notice. Additional supervision / attendance cost incurred by KCE as a consequence will be charged to the SC's account.		
6.2	The SC confirmed that the Subcontract works will be carried out in accordance with the durations and sequence indicated in KCE programme reference:  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:	201A22001
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Item	Minute	Action by	Date
6.0	Programme continued		
6.4	SC confirmed that it was fully able to resource the works, including all necessary management, supervision, labour and plant in order to meet the requirements of the project and programme.		
6.5	SC confirmed that it would submit a detailed programme for approval within: 7 days from receipt of an LOI.		
6.6	SC confirmed that it would submit a resource histogram for labour & plant within: 7 days from receipt of an LOI.		
6.7	SC confirmed that it would submit procurement / submittal / shop drawing / information release schedules within: 7 days from receipt of an LOI.  SC is to ensure that all schedules are comprehensive and that information is requested / submitted in time to meet the requirements of the above referenced programme.		
6.8	SC confirmed that it would commence the production of shop / design drawings on receipt of the IFC drawings from KCE.		
6.9	SC agreed to provide a comprehensive schedule of long lead items for KCE's review including all documentation to evidence that all suppliers / manufacturers are working toward the agreed programme dates: N/A S/C Confirmed no long lead in items		
6.10	KCE advised the SC of other critical interfaces or factors affecting the programme and the SC agreed to co-ordinate their works with other Subcontractor trades:  Other finishes, MEP		
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:	201A22001
Item	Minute	Action by	Date
7.0	Management of the Subcontract Works		
7.1	SC confirmed that it would provide full time competent supervision whilst the Subcontract works are ongoing and the level of supervision would be commensurate with the extent of the SC's works. SC also agreed that CV's of proposed supervisor(s) would be provided 1 week from award for KCE's review and approval.		
7.2	SC agreed that if the number of supervisors is inadequate and / or the knowledge, capability and experience of those supervisors is not to KCE's satisfaction, then the SC will be given the opportunity to resolve this within a set timeframe. Should the SC fail to take the appropriate action then KCE shall take whatever measures are necessary to ensure the safe and timely delivery of the works. Any additional costs, charges or expenses incurred by KCE as a consequence will be charged to the Subcontractor's account.		
7.3	The SC agreed to attend regular progress / co-ordination meetings at the request of KCE and the SC agreed to prepare a progress report prior to each meeting detailing the status of both on and off site activities.		
7.4	SC agreed to submit its proposed organisation chart for the project.		
8.0	Safety, Quality & Environmental		
8.1	SC confirmed its intention to sub-let part of the Subcontract works: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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:		
8.2	SC confirmed that its labour for this project would be supplied by: <input checked="" type="checkbox"/> Direct & Hired legally employed resource  If hired resource, SC confirmed the name of the labour supply company under item 8.1.		
8.3	SC confirmed that should any element of the works at any stage be required to be sub-let outside of the above list the SC would, prior to starting the works, obtain KCE's approval and provide details of the scope being sub-let and of the proposed companies. The SC also confirmed that it would warrant that the performance of all of their supply chain would be in line with the SC's own obligations as outlined in section 8.1 in every regard.		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22001
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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.  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		
Name	to be advised						
Qualifications	to be advised						

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22001
Item	Minute	Action by	Date
8.11	KCE confirmed that the OSP19 Disciplinary Action Procedure for safety violations would be incorporated into the Subcontract. Any fines will be deducted from interim payments due to the SC.		
8.12	KCE explained the key details of the project safety plan as outlined below and the SC confirmed its understanding:  A full copy of the Project HSE Plan & logistics plan is available for the SC to inspect / review		
8.13	KCE explained the key details of its Sustainability's policy and confirmed its commitments to a sustainable construction.		
8.14	SC confirmed its commitment to sustainability in line with KCE's policy and outlined some of the sustainability initiatives it was currently undertaking:  <input checked="" type="checkbox"/> Yes		
8.15	SC agreed to comply with KCE's Quality plan and QA procedures currently in force, a copy of which is available on site for the SC to review.		
8.16	SC agreed to provide compliance certificates for all workmanship, materials, plant & equipment supplied for the Project and agreed to provide an inspection & test plan prior to commencing the works on site, to which the plan relates.		
9.0	<b>Further Matters</b>		
9.1	Further matters raised by KCE / SC are recorded on the continuation sheets attached.  <input checked="" type="checkbox"/> Yes		
10.0	<b>Intention to Subcontract</b>		
10.1	KCE having considered the SC tender and the SC representations during this meeting advised that the following option as described below will be taken:  <input type="checkbox"/> 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:	201A22001
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Item	Minute	Action by	Date
10.2	KCE stated that in the event of a Subcontract award a Letter of Intent (LOI) would be issued. The SC agreed to proceed on this basis whilst the formal Subcontract Agreement was being collated.		
10.3	<p>KCE confirmed the list of documentation appropriate for incorporation into the formal Subcontract order in the event of award is:</p> <p>As listed in Appendix 1 of these minutes</p> <p>These minutes and attachments</p> <p>Any further documents issued from the date of these minutes until placement of order</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> No	
11.0	<b>Statement of Agreement</b>		
11.1	These minutes together with the below referenced attachments are issued 'subject to contract' but are agreed and accepted to be a complete and accurate record of discussions and as such may form part of a future Subcontract agreement and then be binding on the parties. In the event that they are not issued immediately after the meeting, the SC is requested to return them to KCE within 5 calendar days of receipt having previously raised and agreed with KCE's representative below any matter that will reasonably require amendment.		
11.2	<p><b>Signed for Khansaheb:</b></p> <p>Name (print): Saman K</p>  <p>Date: 20.10.22</p> <p>Signature:</p>		
11.3	<p><b>Signed for SC:</b></p> <p>Name (print):</p> <p>Date:</p> <p>Signature:</p>		
12.0	<b>Attachments</b>		
12.1	No. of continuation pages	<input type="checkbox"/> 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>BQ</i>	<input type="checkbox"/> No YES	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22001
Item	Minute	Action by	Date
	Continuation Sheets		
2.3.2	The subcontractor to provide undated security cheque of 30 % of the Subcontract value enclose with standered cover letter to release the Advance payment.		
2.3.4	The subcontractor to provide undated security cheque of 10 % of the Subcontract value enclose with standered cover letter.		
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		
	<b>General:</b>		
1	The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements		
2	KCE advised that storage space on site is restricted and so all materials are to be delivered on a 'just in time' basis. Materials are to be delivered in sequence and are to be lifted & fixed directly into place upon delivery.		
3	KCE will provide cranage in accordance with its site logistics plan or other such arrangement to off-load materials. The SC's representative is to attend daily crane co-ordination meetings with KCE to agree crane usage / timings for the following days. Notwithstanding that KCE is providing the cranage the SC is responsible for submission of lifting plans, Risk Assessments Method Statements for KCE's approval.		
4	The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works		
5	The SC confirmed it has allowed for all costs associated with reduced working hours and / or changes in shift pattersns during the Holy Month of Ramadan, 'summertime working' restrictions, night shifts & public holidays etc		
6	There will only be one site induction per day, should the SC require additional inductions additional costs will be incurred and charged to the SC		





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



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

APPENDIX 1

**SCHEDULE OF RELEVANT CORRESPONDENCE**

Al Burhani General Trading L.L.C.

No.	Subject	Reference	Date
1	Dorchester Hotel & Residence	KCE(Kevin) email, 17.04 pm, (Enquiry for Joinery Works at residential building _ Balance works of AHK Package )	20.09.22
2	Dorchester Hotel & Residence	Al Burhani(Abdut) email, 14.37 pm, (Quotation , AHK approved LPO )	23.09.22
3	Dorchester Hotel & Residence	KCE(Shari) email, 19.12 pm, (Finishes Shedule )	19.10.23
4	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K115/SK/qa/0144	20.10.22





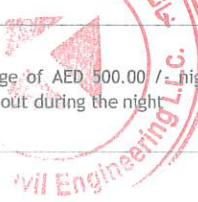
## APPENDIX 2

### TENDER CLARIFICATION SHEET / TRADE CHECK LIST



**TENDER CLARIFICATION SCHEDULE**
**Al Burhani General Trading L.L.C.**

Ref	Clarification / Qualification as per Al Burhani quo. Ref. TFL-05050 dated 22.09.22	KCE Response 20.10.22	Final Agreement dated 21.10.22
	<b>General Notes - Terms and Conditions</b>		
1	Payment Terms ; 100% Advance	30 % Advance and balance will be paid as month end progress payment	Agreed & Closed
2a	Delivery Period ; N/A	Delivery period should be inline with Main Contractor agreed programme	Agreed & Closed
2b	Delivery Terms ; DDP (Delivered Duty Paid ) at site in Dubai.	Noted and Subcontract price is inclusive of all duty pay to the government authorities	Agreed & Closed
2c	Orders confirmed and advances paid cannot be cancelled. No refunds will be issued for confirmed orders.	Agreed & Closed	Agreed & Closed
4	The delivery or performance dates specified are approximate only. The Company or the Manufacturing Partners will not be liable in any circumstance for the consequences of any delay in delivery or failure to deliver or perform, if the duration of the delay is not substantial, or if the delay or failure is due to act of God, fire, inclement or exceptional weather conditions, industrial action (whether at the Company's premises or elsewhere), hostilities, shortage of labour, materials, power or supplies, late delivery or performance or nondelivery or non-performance by subcontractors, governmental order or intervention (whether or not having the force of law) or any other cause whatsoever beyond the control or of an unexpected or exceptional nature.	Subcontractor should deliver the materials as per the agreed programme. Any delays due to force major conditions will be dealt as per agreed terms of the Subcontract.	Agreed & Closed
5	The Company and/or its Manufacturing Partners may state lead times including shipping, based on general experiences on common shipping routes. However, delays due to, or while Forwarding, Shipping, Clearing, or any other 3rd Parties Services or administrative / governmental Bodies, are considered as non-influential by the Supplier/Manufacturer and thus can not be held responsible.	Not Agreed. As a experienced subcontractor, materials should order in advance to complete the Subcontract works without delay,	Agreed & Closed
6	Wastage		
6a	Above Quote includes wastages based on the BOQ shared, however final quantities are subject to Autocad Drawings any variance on site will effect the value of the quote.	The Wastage should included to the rates and the offer is Lumpsum based on provided drawings and inline with the previous order with R&P JV.	Agreed & Closed
7	Installation		
7a	Installation cost includes: Adhesive and Grippers where applicable	Installation cost is inclusive of all the materials and resources required to install the Subcontract Works.	Agreed & Closed
7b	Installation cost excludes: Storage of goods, Self Leveling of subfloor, Protection of the installed flooring, Removal of existing flooring, Moving & Replacing of any furniture, wall skirting or any profiles or other accessories like scaffolding, ladders etc. unless otherwise mentioned. Any such requirement will be charged separately.	KCE will provide store location to store the materials, Subcontractor should protect their subcontract work until inspection and handover the Main Contractor.	Agreed & Closed
7c	Pricing of installation services are generally for regular working days and hours; which is from Monday to Saturday, 8:00 AM to 5:00 PM. Installation services required outside the regular days and hours are subject to overtime, which will be charged additionally.	Not agreed. The subcontractor should complete the project inline with the Subcontract and managing time to complete the work is Subcontractor's responsibility.	Agreed & Closed
7d	Surcharge of AED 500.00 / night for any works to be carried out during the night	Not agreed. The subcontractor should complete the project inline with the Subcontract and managing time to complete the work is Subcontractor's responsibility.	Agreed & Closed



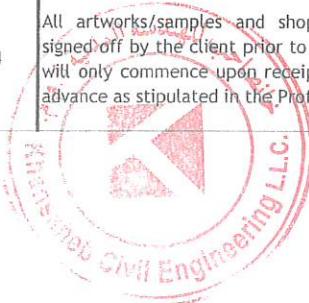
Ref	Clarification / Qualification as per Al Burhani quo. Ref. TFL-05050 dated 22.09.22	KCE Response 20.10.22	Final Agreement dated 21.10.22
7e	Quoted price is for standard installation method only. Any changes in installation method/accessories or any special requirements will affect the price.	Price should include installation as per the approved method statement.	Agreed & Closed
7f	Flooring, once installed, has to be protected by client. The company cannot be held responsible for any damages due to site conditions or by other contractors.	Not Agreed. Subcontractor should protect their subcontract work until inspection and handover the Main Contractor.	Agreed & Closed
7g	Obstruction free access to the site along with hoisting facilities and forklift to be provided by the client.	As per K05	Agreed & Closed
7h	Food and Accommodation is to be provided by client if Site is outside Dubai, UAE	Not Applicable as project is BBY, Dubai.	Agreed & Closed
7i	Sufficient dedicated clear working space to be provided by the client on the ground floor or basement area for opening and cutting of the rolls prior to installation.	Noted and Please coordinate with Main Contractor once mobilize to the site.	Agreed & Closed
7j	Airconditioning is required prior to installation.	Noted and Main Contractor will provide	Agreed & Closed
7k	Areas to receive floor covering should be free from dirt, dust and debris, and maintained at the correct climatic condition. The floor has to be perfectly level and smooth prior to installation. conditions for at least 72 hours prior to floor installation.	Noted and Main Contractor will provide level surface with in the specified tolerance.	Agreed & Closed
7l	No other contractor to be allowed to work while the flooring installation is under progress. The company is not liable to any damage or unsatisfactory installation due to disturbances created by other contractors trespassing on the site during the installation of flooring	Noted, but Subcontractor should aware that, he should coordinate with other Subcontractors while doing Subcontract Works.	Agreed & Closed
7m	Electrical Power to be provided by the Client.	As per K05	Agreed & Closed
8	Acclimatization		
8a	Flooring material needs to be acclimatized, and is to be stored at the installation premises in an airconditioned atmosphere (correct climatic condition) for at least 72 hours prior to installation.	Noted and Main Contractor will provide airconditioned atmosphere before start installation.	Agreed & Closed
9	Storage		
9a	Storage charges are not included in the above quote. Storage charges will be levied at AED 50.00 per CBM per day	Historical storage charges are included. Subcontractor price should include storage charges till site installation inline with the programme.	Agreed & Closed
9b	All ordered, delivered and installed material will remain property of the company until full payment has been received from client.	Not agreed. Material ownership with the Client once materials delivered to site and interim payment is made.	Agreed & Closed
9c	All Shipments are made to order & delivered directly to the site/warehouse as requested by the client. The company is not responsible for storing shipments, & if storage is required for any reason, all expenses must be borne by the client.	Not applicable. Subcontractor price should include supply and installation of the Subcontract works including storage charges.	Agreed & Closed
9e	Safety and security of the goods on site are client's responsibility. Any damages or mishandling of goods by other subcontractors on site is not the company's responsibility.	Subcontractor should responsible for their materials till handover the completed works.	Agreed & Closed
9f	Any special requirements for storage such as pallets, or plastic sheets to be provided by the client.	Not agreed. Subcontractor should responsible for storage the materials safely as per the project HSE requirement.	Agreed & Closed
10	Carpets		



TENDER CLARIFICATION SCHEDULE

Al Burhani General Trading L.L.C.

Ref	Clarification / Qualification as per Al Burhani quo. Ref. TFL-05050 dated 22.09.22	KCE Response 20.10.22	Final Agreement dated 21.10.22
10a	Woollen carpets and rugs will always initially shed (surplus wool) and sprout. This is typical of all new woollen carpets and rugs and it is not a defect.	Noted subject to the Engineer Approval.	Agreed & Closed
10b	Slight pattern and size irregularities are common in handmade products. Acceptable tolerance is +/-5%.	Noted subject to the Engineer Approval and acceptable tolerance as per the specifications.	Agreed & Closed
10c	Any special carpet treatment is not included in the above quote.	Noted and agreed	Agreed & Closed
10d	Colours: Every dye lot will have a slight colour variation. 100% match in colour and design can not be guaranteed. Acceptable tolerance is +/-5%.	Noted subject to the Engineer Approval and acceptable tolerance as per the specifications.	Agreed & Closed
10e	We guarantee professionally constructed durable carpet seams. Professionally constructed seams are not invisible seams. There are many factors affecting whether a seam will be visible including but not limited to the type and amount of natural or artificial lighting in the room, the thickness, the pattern, construction and colour of the carpet.	Noted subject to the Engineer Approval and comply with the specifications.	Agreed & Closed
10f	All rugs will have action backing. Any kind of special backing such as cotton backing or anti-slip backing will be charged extra.	Noted subject to the Engineer Approval and comply with the specifications.	Agreed & Closed
10g	For cleaning of carpets, kindly refer The Florist Operations & Maintenance Manual. Do not use Rotary Shampoo Machines or Spin Bonnet Absorbent pads on wool or wool blend carpets. Only Wool safe Chemicals to be used on Wool Carpets.	Noted and agreed.	Agreed & Closed
11	Wood Floors		
11a	Top layer Oak veneer will be of character grade. Color variation and knots are a natural feature of wooden products and can not be avoided.	Noted subject to the Engineer Approval and comply with the specifications.	Agreed & Closed
11b	The above quote doesn't include Steps, Tread, Riser, Nosing, Inserts, Raised Floor, protection of installed flooring unless otherwise mentioned in the above quote.	Noted and agreed.	Agreed & Closed
11c	All Accessories like skirtings, metal Inserts and profiles, silicon inserts, electrical floor box cut-outs, tread & risers, manhole access etc. will be charged additional incase it is required by the Client.	Noted and agreed.	Agreed & Closed
11d	Floor electrical box finish will be charged additionally at a rate of Dhs.300/box. [if required]	Not agreed. Rate should include finishing around floor boxes as per the Shop drawings.	Agreed & Closed
12	Sampling		
12a	Sample lead time is 2-3 weeks after confirmation and approval of artwork.	To be discuss and agree inline with the Main Contract Programme.	Agreed & Closed
12b	Quality reference samples will be provided and any additional samples are chargeable.	Mock-up approval as per the specification requirement.	Agreed & Closed
13	Variations		
13a	Variation quotes have to be commercialized and payment to be made prior to start of work	Not agreed. Variations to be delt inline with the Subcontract agreement.	Agreed & Closed
13b	The Client is liable to pay for the Material, Logistics, Transportation (Air or Sea) and Clearing charges for any additional quantity required.	Noted and subcontractor to price the variation accordingly,	Agreed & Closed
14	All artworks/samples and shop drawings are to be signed off by the client prior to production. Production will only commence upon receipt of Purchase Order & advance as stipulated in the Proforma Invoice.	Subcontractor should prepare and get approval of shop drawings before start the production. Advance Payment will be release inline with the Subcontract.	Agreed & Closed



Ref	Clarification / Qualification as per Al Burhani quo. Ref. TFL-05050 dated 22.09.22	KCE Response 20.10.22	Final Agreement dated 21.10.22
15	The above project validity for the completion of works is not more than six months from the date of order confirmation & receipt of advance payment. The Client has to make full payment of project and take the material delivery within six months of the purchase order or advance payment.	Subcontractor should deliver the Works inline with the agreed programme.	Agreed & Closed
16	Any variation on site after commencement of production is not the company's responsibility, and the client has to reorder the goods as per the variation.	Noted and variations will be evaluated inline with the Subcontract agreement.	Agreed & Closed
17	Material warranties are as per Manufacturers Terms & Conditions	Material Warranties are inline with the project specification.	Agreed & Closed
18	Confirmation of this quotation is considered as acceptance of Client to the Company's Terms & conditions	Not agreed. Subcontractor terms and conditions are superseded with this tender clarification schedule.	Agreed & Closed



KCE		Form TC-16 Rev 0
Project Title: Dorchester Hotel & Residence, Business Bay Subcontractor: Al Burhani General Trading L.L.C.		Contract No.: 201A22002 Date: 20.10.22
No	Item	Comments
	Carpet Sheet and Tile	
1.	Confirm that the subcontractor will check the quality of the substrate prior to commencing works and if sub-standard that this will be brought to the attention of KCE.	Subcontractor Confirmed
2.	If underlay is required, ensure this is allowed for by the subcontractor (or not excluded).	Included except self leveling , concrete screeds
3.	Confirm that the subcontractor has checked that the tackifier is compatible with the substrate.	Subcontractor Confirmed
4.	If required, check that the subcontractor has allowed for edge grippers, threshold and edge strips.	SC should comply with specification, drawings as per previous SC order documents
5.	Check if the tiles can be laid in any orientation. If not, then confirm the subcontractor has allowed for laying these in one direction.	SC should comply with specification, drawings as per previous SC order documents
6.	Confirm who will supply and fit the protection (and the type - fire retardant) and that this has been included.	Confirmed included in Subcontractors scope
7.	Agree unloading, storage and distribution of materials.	included in Subcontractors scope
8.	Where the subcontractor is providing mat-wells, make sure that the frame (supply and fix) is included. This should include the builders work associated with setting the frame.	SC should comply with specification, drawings as per previous SC order documents
9.	Ensure pattern arrangements are clearly identified and agreed with Consultant, ie if carpet has a linear / lined pattern what happens at turns / angles. This can affect wastage.	SC should comply with specification, drawings as per previous SC order documents
10.	Confirm that the subcontractor has allowed for all edge trims / door thresholds etc.	SC has allowed as per the specification, drawings as per previous SC order documents
11.	Requirement for climate control to be clearly identified.	SC should comply with specification, drawings as per previous SC order documents
12.	Protection to be included in subcontractor's scope until handover to KCE.	included in Subcontractors scope
13.	Can air-conditioned storage be provided inside the building for materials? If external containers required, try to include in subcontractor scope.	SC confirmed not required.
14.	Include for mock-ups (off/on site) if required.	included in Subcontractors scope
15.	Ensure that subcontractor has allowed for wastage.	included by SC within the rates
	All (including Vinyl)	
16.	Where any known return visits are required due to differing material interfaces, confirm that the sub-contractor has allowed for them.	Allowed as necessary
17.	Check the specification to see if the stair nosings, edge trims, etc are mechanically fixed and that the subcontractor has included this (or not excluded it).	Not Applicable
18.	If the specification is silent, then confirm the type of skirting allowed for (lay on or formed).	SC should comply with specification, drawings as per previous SC order documents
19.	Subcontractor price shall be inclusive of wastage of materials as some Subcontractors tend to quote unit rates without wastage.	included by SC within the rates
20.	Subcontractor's rate should be inclusive of any cutting involved for floor boxes, openings, columns and any obstructions.	SC should comply with specification, drawings as per previous SC order documents
21.	Dividing and threshold strips as required should be part of part of Subcontractor's scope of work. Include the same if has not priced earlier.	SC should comply with specification, drawings as per previous SC order documents
22.	Warranties & guarantees shall be issued upon completion of works as per contract conditions.	SC to provide as per the specification
23.	Check Subcontractor has included for all Attic stock for Client. <i>✓</i>	SC should comply with specification, drawings as per previous SC order documents
24.	Subcontractor must submit As-Built Drawings, O&M Manuals and all required Guarantees & Warrantees by a date agreed during the post tender review meeting.	As per contract requirements. When requested by KCE/Engineer/Client.



## APPENDIX 3

### K05 SUMMARY OF ATTENDANCES & FACILITIES

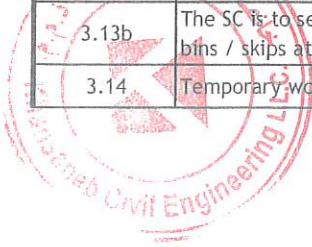


### APPENDIX - 3: SUMMARY OF ATTENDANCES & FACILITIES

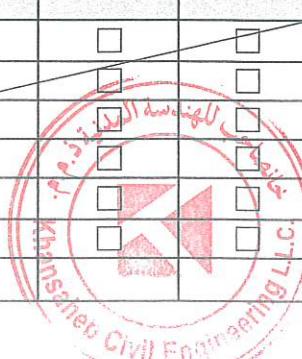
K05

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

Ref	Description	KCE	Sub-Contractor
1	<b>Site Facilities</b>		
1.1	Area for Subcontractor's offices ( 2 Desk space only )	✓	<input type="checkbox"/>
1.2	Area for Subcontractor's storage	✓	<input type="checkbox"/>
1.3	Offices for Subcontractor's staff (3 Desk Spaces)	✓	<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		21 ✓	<input type="checkbox"/>
1.7	Canteen facilities (if applicable)	n/a	n/a
1.8	General security / hoarding to perimeter of site / laydown areas	✓	<input type="checkbox"/>
1.9	Provision of first aider(s) & all equipment	✓	<input type="checkbox"/>
1.10	Provision of telephone and internet connection	<input type="checkbox"/>	✓
1.11	Telephone and internet monthly charges	<input type="checkbox"/>	✓
1.12	Computers, printers & other electrical office equipment	<input type="checkbox"/>	✓
1.13	Provision of office furniture	✓	<input type="checkbox"/>
1.14	Provision of office stationary	<input type="checkbox"/>	✓
1.15	Provision of office consumables (milk, tea, coffee etc.)	<input type="checkbox"/>	✓
2	<b>Temporary Services</b>		
2.1	Provision of temporary power & water to office & storage buildings	✓	<input type="checkbox"/>
2.2	Provision of a temporary power connection for the works 50m from the workface (110v)	✓	<input type="checkbox"/>
2.3	Safe distribution of power from the above connection (item 2.2)	<input type="checkbox"/>	✓
2.4	Provision of a water connection point 50m from the workface	✓	<input type="checkbox"/>
2.5	Distribution of water to the workface 50m from the above connection point (item 2.4)	<input type="checkbox"/>	✓
2.6	Task lighting	<input type="checkbox"/>	✓
2.7	Safety lighting (in order to provide safe access and egress)	✓	<input type="checkbox"/>
3	<b>The Works</b>		
3.1	Setting out - main grid lines & datum points (at SC cost as main Contract matrix)	✓	<input type="checkbox"/>
3.2	Setting out of the Subcontract works	<input type="checkbox"/>	✓
3.3	Competent Supervision of the Subcontract works and labour	<input type="checkbox"/>	✓
3.4	Protection of the Subcontract works & removal of protection on completion	<input type="checkbox"/>	✓
3.5	Disposal of waste to site refuse area	<input type="checkbox"/>	✓
3.6	Segregation of waste in to the designated waste skip	<input type="checkbox"/>	✓
3.7	Disposal of waste off site to an approved location	✓	<input type="checkbox"/>
3.8	Disposal of hazardous waste off site to an approved location (if Applicable)	✓	<input type="checkbox"/>
3.9	Provision of personal protective equipment ( <i>KCE Gloves &amp; Eye protect Policy</i> )	<input type="checkbox"/>	✓
3.10	Provision of samples & mock ups	<input type="checkbox"/>	✓
3.11	Testing / commissioning (where applicable to SC Works)	<input type="checkbox"/>	✓
3.12	Cleanings and housekeeping Labour- Dedicated team for daily regular progressive clean-up	<input type="checkbox"/>	✓
3.13a	Cleaning of works & housekeeping labour, daily progressive clean up including provision of dedicated labour to clean up, sort and remove waste arising from the SC Works.	<input type="checkbox"/>	✓
3.13b	The SC is to segregate all waste as required in by the Contractor. The SC is to place waste in the bins / skips at provided at Ground Floor by the Contractor.	<input type="checkbox"/>	✓
3.14	Temporary works (if applicable)	<input type="checkbox"/>	✓



Ref	Description	KCE	Sub-Contractor
4	<b>Craneage &amp; Hoisting</b>		
4.1	Shared use of KCE tower cranes (by prior agreement & if available on site)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.2	Mobile cranes (by prior agreement & if available on site)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.3	Shared use of hoists and / or service lifts	<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 checked="" type="checkbox"/>	<input 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"/>
4.7	Specialist lifting accessories i.e Spreader beams, frames etc	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	<b>Access &amp; Equipment</b>		
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 5.9 & 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 3.5m by SC	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.9	Independent access scaffold platform height above 3.5m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.10	Birdcages & specialist crash decks to platform height of 3.50m	<input type="checkbox"/>	<input checked="" 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	<b>Personal Protective Equipment (PPE)</b>		
6.1	Provision of all KCE mandatory PPE including but not limited to, branded overalls & high visibility vests, safety footwear, heavy duty safety helmets, safety gloves, safety glasses. Note; Any operative attending site with poor quality PPE or without the mandatory PPE, will either be refused entry or issued with the correct PPE with the cost being deducted from the Subcontractor's account.	<input type="checkbox"/>	<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 COSHHA must be provided.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	<b>Any Other Specific Facilities &amp; Attendances Identified Below</b>		
7.1	The SC shall use its best endeavours to ensure the collection & removal of recyclable waste materials generated by the Subcontractor (& its supply chain) is returned to source and not included in skips to be disposed off as waste.	<input type="checkbox"/>	<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	<b>Confined Space Works (only to extent applicable for the SC Works)</b>		
8.1	Multi gas monitor	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.2	Rescue harness per entrant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.3	Rescue tripods & winches	<input checked="" type="checkbox"/>	<input 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"/>



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

Signed on behalf of the SC

Date





**APPENDIX 4**  
**BILL OF QUANTITIES**



## **BILL OF QUANTITIES**

CONTRACT NAME: Dorchester Hotel & Residences

Date : 21.10.22

CONTRACT NO : 201A22002

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

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

- a. any increased cost to the Main Contractor in the completion of the Subcontractor Works; and
- b. any other loss and expense incurred by the Main Contractor as a result of the termination.

22. The Subcontractor shall treat the details of this Subcontract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with laws of the Emirate of Dubai and the United Arab Emirates.

23. (i) If a dispute of any kind whatsoever arises between the Main Contractor and the Subcontractor in connection with, or arising out of, the Subcontract or the execution of the Subcontract Works, then the Main Contractor or the Subcontractor shall give a notice of this dispute to the other party (**Notice of Dispute**), stating that the Notice of Dispute is given pursuant to this Clause.

(ii) If a Notice of Dispute is given under Clause 23(i) the Main Contractor and Subcontractor shall attempt to settle such dispute amicably within 56 days of receipt of the Notice of Dispute.

(iii) If the dispute is not settled amicably under Clause 23(ii) either party may refer the dispute to an independent third party adjudicator appointed by Dubai International Arbitration Centre (**Adjudicator**) to be finally settled. The Main Contractor and Subcontractor shall agree the terms upon which to appoint the adjudicator and conduct the adjudication. The Adjudicator must issue his written decision to the Main Contractor and Subcontractor within 90 days of being appointed (**Adjudicator's Decision**).

(iv) The Adjudicator's Decision shall be final and binding on the Main Contractor and Subcontractor until the completion of the Subcontract Works or the issuance of a notice of dissatisfaction in accordance with Clause 23(v) below. The Subcontractor shall give immediate effect to the Adjudicator's Decision and shall proceed with the Subcontract Works with all due diligence whether he or the Main Contractor requires arbitration as hereinafter provided or not.

(v) If the Adjudicator fails to issue his decision in accordance with Clause 23(iii), or if either the Main Contractor or the Subcontractor is dissatisfied with his decision and has issued a written notice of dissatisfaction to the Adjudicator and the other party within 14 days of receiving the decision, either the Main Contractor or the Subcontractor may within 90 days of receiving the decision or 90 days after the expiration of the first named period of 90 days (as the case may be) refer the dispute to arbitration, to be conducted in accordance with the arbitration agreement in the Main Contract. In this event, reference to the Employer and Main Contractor in the arbitration agreement in the Main Contract shall be read as Main Contractor and Subcontractor respectively.

24. This Subcontract shall be governed by the laws of the Emirate of Dubai and the United Arab Emirates and the ruling language shall be English.

25. The Subcontractor warrants and undertakes that it shall comply with:

- a. all applicable laws and regulations relating to its performance of the Subcontract Works and, in particular, laws and regulations relating to the employment, health, safety, welfare, immigration and emigration of its employees. The Subcontractor shall require its employees to obey all applicable laws and regulations, including those concerning safety at work;
- b. all applicable laws and regulations relating to anti-bribery and anti-corruption; and
- c. all of the Main Contractor's internal policies and procedures and, in particular, those relating to the welfare of its employees and anti-bribery and anti-corruption.

26. (i) Contractor's Worker Welfare Procedure: means the Contractor's Worker Welfare Procedure as available in the Contractor's Main Office and as updated by the Contractor from time to time.

(ii) The Subcontractor undertakes, warrants and represents that in the performance of its obligations under this agreement that it and each member of its own supply chain shall comply without limitation with all applicable laws, statutes, regulations and codes from time to time in force and where there is no conflict shall as a minimum comply with the Contractor's Worker Welfare Procedure.

Any breach of this Clause 26 by the Subcontractor shall be deemed a fundamental breach of the Subcontract Agreement and shall entitle the Contractor to terminate the Subcontract Agreement.

(iii) The Subcontractor represents and warrants that:

- a. its responses to the Contractor's due diligence questionnaires are complete and accurate; and
- b. neither the Subcontractor nor any of its officers, employees [or other persons associated with it] has been convicted or is in the process of being investigated for any offence involving slavery and human trafficking, bribery or any breach of competition law.

The Subcontractor shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking, bribery or breach of competition law within its own supply chains.

(iv) The Subcontractor shall notify the Contractor as soon as it becomes aware of any breach, or potential breach, of Clause 26 by it or any member of its own supply chain.

(v) The Subcontractor shall:

- a. allow the Contractor a general right of audit, and in particular a right to audit their accommodation facilities and give access to their employees to be interviewed where deemed appropriate.
- b. demonstrate they have taken reasonable and appropriate steps to ensure that their own supply chain meet the requirements of the Contractor's Worker Welfare Procedure.

(vi) The Subcontractor shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the 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.

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