

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. 201A22002/52
PROJECT NAME: Dorchester Hotel & Residences (Completion Works)**

Ferco Shutters and Seating Systems ME Manufacture LLC

P.O. Box 233962

Dubai, U.A.E.

Tel: 04 2586433

Fax: 04 2586533

CONTRACT NO. : 201A22002

SITE CONTACT : Mr. Chris McCann

SITE TEL. NO. : 056 5076171

DATE : 13th September 2022

OUR REF. : AJS/CM/KBD/ARM/201A22002/52

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, test, commission, maintain and guarantee Automatic Fire Curtains 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. 33,685.00 (Dirhams Thirty Three Thousand, Six Hundred and Eighty Five 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 dated 23.08.2022, 08:42 AM (6 pages).
2. Ferco quotation ref. FSDXB-22-888 dated 01.09.2022 (2 pages).
3. KCE letter ref. 201A22002/K100/KD/SK/108 dated 08.09.2022 (41 pages).
4. Subcontract: General Terms and Conditions (2 pages).

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

PAYMENT TERMS

As detailed within the attached Subcontract documents.

PARTICULARS OF MAIN CONTRACT:

MAIN CONTRACTOR

: Khansaheb Civil Engineering LLC

EMPLOYER

: Sky Palace Real Estate Developments LLC

EMPLOYER'S REPRESENTATIVE

: Omniyat Concept Investments LLC

FORM OF MAIN CONTRACT

: FIDIC 1st Edition 1999

DEFECTS LIABILITY PERIOD

: As Main Contract

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

Andrew Sanders/Eirian Morris
Commercial Manager/Commercial Director



Tariq Hussain Khansaheb/
Amer Abdulaziz Khansaheb/Maher Khansaheb

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Subject:

FW: Dorchester -Enquiry for Fire Curtain - Ball Room

Attachments:

AHK-ID-SD-GF-00968_00_E_B.pdf; AHK-ID-SD-GF-00844_00_E_B.pdf; AHK-ID-SD-GF-00841_00_E_B.pdf; AHK-ID-SD-GF-00842_00_E_B.pdf; AHK-ID-SD-GF-00843_00_E_B.pdf

From: Shari Reji <shari.reji@khansaheb.ae>

Sent: 23 August 2022 08:42 AM

To: enquiryUAE@fercoshutters.com; sales@fercoshutters.com

Cc: Saman Kulsooriya <[samан.kulsooriya@khansaheb.ae](mailto:saman.kulsooriya@khansaheb.ae)>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>

Subject: Dorchester -Enquiry for Fire Curtain - Ball Room

Dear Sir,

Project : DORCHESTER HOTEL & RESIDENCES, DUBAI, UAE

Package: Fire Curtain - Ball Room.

We are inviting you for Pricing Fire Curtains Works in Ball Room & Residential Ground Floor at Dorchester Hotel & Residences.

We have Attached drawing for fire curtain details, hanging arrangements, box sizes etc. Our Requirement is for 2 Fire Curtains.

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

Regards

Shari Reji



Shari Reji
Quantity Surveyor
[E shari.reji@khansaheb.ae](mailto:shari.reji@khansaheb.ae) | M +971 50 451 2847 | T +971 4 605 7200
www.khansaheb.ae



ferco SHUTTERS & SEATING SYSTEMS (M.E.) MANUFACTURE LLC

Trade License no. 627443

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Commercial Offer

To: M/s. Khansaheb
Dubai, UAE

Ref no: FSDXB-22-888
Date: 1.9.22

Kind Attn: Ms. Shari Reji
Quantity Surveyor

Mobile: +971 50 451 2847
Tel: +971 4 605 7200

Project: Dorchester Hotel & Residences, Dubai
Subject: Supply and installation of Automatic Fire Curtains

Dear Madame,

We thank you for your valuable inquiry and pleased to provide our quotation for your prestigious project as follows:

S.no	Description	Width (mm)	Height (mm)	Qty	Unit (AED)	Amount (AED)
I.	Supply, Installation, Testing & Commissioning of Automatic Fire Curtains Tested Under UL Standards - Model AFC03S-690 - 76mm Dia Roller - VWG690 Fabric - Profile Bottom Bar with Steel Trim					
1	AFC-01	2160	2900	1	13,980.00	13,980.00
2	AFC-02	3150	4753	1	19,705.00	19,705.00
Total Amount (AED) - Exclusive of VAT						33,685.00

Fire curtain Features

- Certified to UL Standards
- Fabrics tested to BS 476 Pt 6 and Pt 7, EN 13501-1
- Radiation Protection (W) - 30 minutes < 15 Kw/m²
- Compact 'nearly invisible' headbox with multiple fixing methods
- Flexible and durable fire rated fiberglass fabrics
- Lightweight assembly that greatly lessens structural load
- Slim compact guides
- Bottom bar, side guides and headbox can be powdercoated to blend in to surroundings
- Virtually unlimited width without intermediate support using multiple Rollers
- Intelligent controls
- Gravity Fail Safe system (no power needed)

Inclusions :

- Single Curtain Controllers
- Motor Controllers
- Motors & Rollers
- Side guides in Powder coated finish
- Head Box and Bottom Bar in Powder coated finish

Exclusions:

- Associated Builder's Works.
- Ceiling Access Panel, if required for the installation
- Scaffolding & Access Equipments
- Storage space on site.
- Provision 1ph, 230V, 13A, 50Hz of Power supply Isolator within 1 metre distance from each curtain motor locations
- Any other product, accessory or service other than EXPLICITELY spelt out in this quote
- Powder Coated colours are limited to standard RAL colours given in our colour chart. The colour chart shall be provided for your approval.
- Main contractor to provide Connection to Power Supply Isolator, Fire alarm connection points shall be installed within 1 meter from the Curtain motor's location.



Refer to clarifications - Appendix 2.

ferco SHUTTERS & SEATING SYSTEMS (M.E.) MANUFACTURE LLC
Trade License no. 627443

Delivery:

- Submission of Shop Drawing : 2-3 working days upon receipt of Purchase Order & Advance payment
- Fabrication : To be agreed
- Installation : To be agreed

Payment Terms:

- 10% advance against security cheque.
- 70% material payment to be paid within 60 days from the date of payment application subject to MIR approval.(not payment certification/invoice date)
- 20 % upon testing and commissioning using temporary power or permanent power if available.
- 10% held as retention from progressive payments.

Warranty :

- Warranty is valid for all Materials, Manufacturing defects & Workmanship for ONE year from the date of Handing over.

Validity : This quotation is valid for 7 days from the date of issue

This contract comes As per the subcontract agreement

We trust that the above quotation meets with your requirements and look forward to your favorable reply.
Should you require any other informations, please do not hesitate to contact the undersigned.

Yours Sincerely,
Ferco Shutters & Seating Systems (ME) Manufacture LLC

Madhumadhan Karthikeyan
Sales Engineer
Mob: +971 564 118 362
This is an electronically generated quote & does not require Signature

Report No. 16 Clarifications - Appendix - 2.



Ref: 201A22002/K100/KD/SK/108

8th September 2022

Ferco Shutters and Seating Systems ME Manufacture LLC
P.O. Box 233962
Dubai
United Arab Emirates
Tel No. 04 258 6433

Email: nellai@fercoshutters.com

Attn: Mr. Nellai, Project Manager

Dear Sir,

Dorchester Hotel & Residences Automatic Fire Curtains- Post Tender Meeting

Further to the meetings held at our site offices on 31st August 2022, we enclose herewith for your information and further action the following:

- | | | |
|----|-------------------------------------|------------|
| 1. | Minutes of Kick off meeting | (13 pages) |
| 2. | Schedule of Relevant Correspondence | (24 pages) |
| 3. | Tender Clarification Schedule | (3 pages) |
| 4. | K5 Summary of Requirements | (3 pages) |
| 5. | Bill of Quantities | (1 page) |

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

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

Thank you for your attention.

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

Chris McCann
Senior Project Manager

Encl. as noted



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Subcontractor (SC):	Ferco Shutters and Seating Systems ME Manufact	Meeting Date:	31.08.22
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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 Automatic Fire Curtains.

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name:	Ferco Shutters and Seating Systems ME Manufact	Name:	Khansaheb Civil Engineering LLC
Address:	P.O Box 233962 Dubai, UAE	Address:	P.O.Box 2716 Dubai, UAE
Tel No.	04 258 6433	Tel No.	04 605 7200

NAME (SC)		DESIGNATION	NAME (KCE)		DESIGNATION
Present:	Nellai Madhumadhan Karthikey	Project Manager Sales Engineer	Present:	Anil Kumar Shari Reji	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:	Nellai
Position:	Project Manager
Mobile No:	054 995 9667
Email:	nellai@fercosshutters.com



Correspondence:

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

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
2.0	Commercial Sufficiency		
2.1	Khansaheb Tender Enquiry		
	<p>SC confirmed receipt of KCE tender Enquiry: Reference: Enquiry for Fire Curtain - Ball room Dated: 23-Aug-22</p> <p>Further communication is listed in the Schedule of Relevant Correspondence attached in Appendix No. 1 of these minutes.</p>		
2.2	Validity of the Subcontractor's Tender		
2.2.1	The SC confirmed its tender reference dated 1-Sep-22 remained valid until	FSDXB-22-888 1-Oct-22	
2.2.2	SC confirmed its tender price as:	AED 33,685.00	
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 33,685.00		
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 % of the Subcontract price.	10 % of the	See continuation page
2.3.3	The Advance Payment will be recovered at % of the gross amount certified to the SC in interim payment certificates, until the advance payment has been fully recovered.	10 % of the gross amount	
2.3.4	KCE and SC agreed that a Performance Bond would be % of the Subcontract price	N/A of the	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
2.3	Insurance, Bonds & Warranties continued		
2.3.5	SC confirmed that their tender included the provision of all warranties and guarantees required by the tender document and to satisfy the Employer's Requirements. Where a warranty or guarantee for a particular item is not clear from the tender documentation, the SC agreed to obtain the maximum warranty / guarantee available from the specified suppliers.		
2.3.6	SC agreed to provide a Collateral Warranty if required	Yes	
2.3.7	The SC confirmed and agreed that the cost of supplying the above bonds and warranties is included in their Subcontract price and that failure to provide them will result in interim payments being withheld.		
2.3.8	KCE and SC agreed that the following insurances are to be provided:		
	Workmen's Compensation	S/C	Plant & Equipment
	Professional Indemnity	N/A	CAR / Third Party
			Employer
2.3.9	The SC agreed to provide copies of their up to date policies and confirmed that if any insurances expire during the currency of the Project, the Subcontractor is to provide evidence of renewal.		
2.4	Valuation & Payment		
2.4.1	KCE and SC agreed that valuations are to be submitted on:		
	30th of each month		
	KCE confirmed that payment would be made within	60	days
	See Continuation Sheet		
2.4.2	KCE confirmed and the SC agreed that the retention percentage on the work is		
	10 %		
2.4.3	The release of retention will take place in line with the conditions of the Main Contract which states that the first half will be released:		
	On receipt of the Taking Over Certificate for the Main Contract works		
2.4.4	The Balance of retention release will occur:		
	See Continuation Sheet		
2.4.5	KCE and SC agreed that all retention payments will be made within		
	days of receipt of the corresponding payment from the Employer	15	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
2.4	Valuation & Payment continued		
2.4.6	If the SC fails to comply with the agreed programme (section 6) then Liquidated Damages / Penalties for the whole of the Works and any section, where applicable, will be applied in line with the amounts under the Main Contract.		
2.4.7	KCE and SC agreed that the Defect Liability Period would be: 365 days from date of Taking over certificate		
	Further commercial terms were recorded in the continuation sheets: <input checked="" type="checkbox"/> Yes		
2.5	Conditions of Contract		
2.5.1	Main Contract Project Description: All outstanding Works required to bring the Project known as the Dorchester Hotel & Residences to completion		
2.5.2	Form of Contract: FIDIC first ed. 1999 Red Book as amended by Particular Conditions (see continuation sheet)		
2.5.3	KCE confirmed and the SC agreed that the Main Contract documents, including drawings, specifications and other schedules / appendices (excluding commercially sensitive information) are available for inspection by the SC.		
2.5.4	The SC confirmed that his offer is fully technically and commercially compliant with the Main Contract and any future Subcontract agreement will be performed on a back to back basis, except as noted herein.		
2.5.5	The SC confirmed that he has made due allowance for the above in his price.		
	Subcontract		
2.5.6	Form of Subcontract: KCE Minor works Order		
2.5.7	KCE and SC agreed that the Subcontractor's tender qualifications, exclusions, attendances, terms and conditions are superseded by the amendments / agreements made in: Appendix 2 Clarification schedule		
2.5.8	KCE and SC confirmed their responsibility for the provision of certain attendances / facilities by reviewing the K5 form. The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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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 responsibilites as per the drawings and specification requirement.</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>Design responsibilites as per the drawings and specification requirement.</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	SC agreed to provide all necessary as-built information and records:		
3.8	SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals:		
3.9	KCE confirmed and SC agreed that for the purposes of payment, unless the as-built details / O & M manuals and any other close out documentation to be provided by the SC are in compliance with the Subcontract, that KCE may withhold payments.		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date								
4.0	Change Management										
4.1	<p>KCE confirmed and SC agreed that payment for additional work will not be made without prior written instruction from the following named persons:</p> <table> <thead> <tr> <th>Title</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Chris McCann</td> </tr> <tr> <td>Sr. Quantity Surveyor</td> <td>Saman Kulasooriya</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Title	Name	Project Manager	Chris McCann	Sr. Quantity Surveyor	Saman Kulasooriya				
Title	Name										
Project Manager	Chris McCann										
Sr. Quantity Surveyor	Saman Kulasooriya										
4.2	<p>KCE and SC agreed that the valuation of works on a daywork basis: will not be</p> <p>If permissible KCE and SC agreed that the rules of 4.1 above would apply and the SC would submit comprehensive record sheets within 24 hours of the work being carried out.</p>										
4.3	The SC agreed to promptly advise KCE, in writing, of the impact that any instruction may have on the Subcontract works and to comply with the requirements of the Subcontract in all cases.										
4.4	Instructions issued by the Client / Consultants direct to the Subcontractor should not be acted on, unless relating to H&S matters. The SC agreed to notify KCE in writing about any instruction issued by the client.										
4.5	SC agreed to proceed with all instructions issued by the above named persons, including cases where the value has not been agreed.										
5.0	Technical Sufficiency										
5.1	<p>SC stated that its tender was technically fully compliant with the tender enquiry documents including but not limited to specifications, drawings, BOQ etc. and all applicable Building Standards / Statutory Authority Regulations, including Civil Defence and Municipality requirements etc. current at the date of its tender.</p> <p>No</p> <p>If no, the variance were identified as; [refer to appendix 2 for a complete list of clarifications / agreements]</p>										



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
5	Technical Sufficiency continued		
5.2	<p>KCE and SC reviewed the KCE Trade Checklist:</p> <p>If yes, the following pertinent points were identified: Not Applicable</p>	N/A	
5.3	<p>Further minutes were recorded in the continuation sheets:</p> <p>SC summarised what innovation, construction and material alternative options can be offered with potential cost savings: Not Applicable</p>	No	
6.0	Programme		
6.1	<p>KCE confirmed that the site working hours are:</p> <p>Sunday to Thursday</p> <p>Friday</p> <p>Saturday</p> <p>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.</p>	<input type="text"/> <input type="text"/> <input type="text"/>	<p>Monday to Saturday 7am to 5pm</p> <p>Sunday - Closed</p>
6.2	<p>The SC confirmed that the Subcontract works will be carried out in accordance with the durations and sequence indicated in KCE programme reference:</p> <p>Programme to be agreed to align with Main Contract Programme.</p>		
6.3	<p>A copy of which has been enclosed within Appendix 4</p> <p>SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same.</p>	<input type="text"/> <input type="text"/>	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
6.0	Programme continued		
6.4	SC confirmed that it was fully able to resource the works, including all necessary management, supervision, labour and plant in order to meet the requirements of the project and programme.		
6.5	SC confirmed that it would submit a detailed programme for approval within: 7 days from receipt of an LOI.		
6.6	SC confirmed that it would submit a resource histogram for labour & plant within: 7 days from receipt of an LOI.		
6.7	SC confirmed that it would submit procurement / submittal / shop drawing / information release schedules within: 7 days from receipt of an LOI. SC is to ensure that all schedules are comprehensive and that information is requested / submitted in time to meet the requirements of the above referenced programme.		
6.8	SC confirmed that it would commence the production of shop / design drawings on receipt of the IFC drawings from KCE.		
6.9	SC agreed to provide a comprehensive schedule of long lead items for KCE's review including all documentation to evidence that all suppliers / manufactures are working toward the agreed programme dates: N/A S/C Confirmed no long lead in items		
6.10	KCE advised the SC of other critical interfaces or factors affecting the programme and the SC agreed to co-ordinate their works with other Subcontractor trades: Secondary steel & MEP works		
6.11	KCE confirmed and the SC agreed that continuity of work cannot be guaranteed and the SC has allowed for an adequate number of visits to execute and complete the Subcontract works.		
6.12	SC confirmed that method statements and risk assessments will be submitted for approval within a minimum of 14 days prior to the commencement of the Subcontract works on site or as required to comply with the programme current at that time.		
6.13	KCE stated that from time to time the Project Manager may amend the programme. The SC acknowledged this and confirmed that it would comply with any amendment		



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

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



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



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



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
10.2	KCE stated that in the event of a Subcontract award a Letter of Intent (LOI) would be issued. The SC agreed to proceed on this basis whilst the formal Subcontract Agreement was being collated.		
10.3	KCE confirmed the list of documentation appropriate for incorporation into the formal Subcontract order in the event of award is: As listed in Appendix 1 of these minutes These minutes and attachments Any further documents issued from the date of these minutes until placement of order	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> No	
11.0	Statement of Agreement		
11.1	These minutes together with the below referenced attachments are issued 'subject to contract' but are agreed and accepted to be a complete and accurate record of discussions and as such may form part of a future Subcontract agreement and then be binding on the parties. In the event that they are not issued immediately after the meeting, the SC is requested to return them to KCE within 5 calendar days of receipt having previously raised and agreed with KCE's representative below any matter that will reasonably require amendment.		
11.2	Signed for Khansaheb: Name (print): <i>Mofseen</i> Signature: <i>[Handwritten signature]</i>	Date: 08/09/22 .	
11.3	Signed for SC: Name (print): Signature:	Date:	
12.0	Attachments		
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>BILL OF QUANTITIES</i>	<input type="checkbox"/> Yes	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
	Continuation Sheets		
2.3.2	10% Advance payment , Ferco to submit security cheques in lieu of advance payment bond (value AED 3,368.50).		
2.4.1	Payment would be made within 60 days from the date of application. 70% upon delivery of Materials & MIR approval - Payment application shall be submitted on 30th of every month. 20% upon testing & commissioning using power temporary or permanent power.		
2.4.4	The balance of retention release will occur upon receipt of the Performance Certificate for the main Contract Works.		
2.4.6	The daily rate of Liquidated Damages / Penalties will be 0.1% of the Subcontract sum / calendar day to a limit of 10% of the Subcontract Sum.		
2.5.2	FIDIC Conditions of Contract for Building & Engineering Works designed by the Employer, first edition 1999 (Red Book) as amended by Particular Conditions		
	General:		
1	The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements		
2	KCE advised that storage space on site is restricted and so all materials are to be delivered on a 'just in time' basis. Materials are to be delivered in sequence and are to be lifted & fixed directly into place upon delivery.		
3	KCE will provide craneage in accordance with its site logistics plan or other such arrangement to off-load & erect materials. The SC's representative is to attend daily crane co-ordination meetings with KCE to agree crane usage / timings for the following days. Notwithstanding that KCE is providing the craneage 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 patterns during the Holy Month of Ramadan, 'summertime working' restrictions, night shifts & public holidays etc		
6	There will only be one site induction per day, should the SC require additional inductions additional costs will be incurred and charged to the SC		





APPENDIX 1
SCHEDULE OF RELEVANT CORRESPONDENCE



KHANSAHEB CIVIL ENGINEERING LLC

SUBCONTRACTOR'S POST TENDER REVIEW MEETING

APPENDIX 1

SCHEDULE OF RELEVANT CORRESPONDENCE

Ferco Shutters and Seating Systems ME Manufacture LLC

No.	Subject	Reference	Date
1	Dorchester Project - Plot 18	KCE(Shari) email, 8:42 am (Enquiry for Fire Curtain - Ball Room) - enclosed dwgs; - AHK-ID-SD-GF-00968 Rev.0 - AHK-ID-SD-GF-00844 Rev.0 - AHK-ID-SD-GF-00841 Rev.0 - AHK-ID-SD-GF-00842 Rev.0 - AHK-ID-SD-GF-00843 Rev.0	23.08.22
2	Drawing issued - Fire Curtain in residential area	Ferco (Madhu) email 02:48pm and KCE (Shari) email, 3:24pm - enclosed dwgs; - AHK-ID-SD-GF-00128 Rev.0	23.08.22
3	Payment Terms - Agreed	KCE (Anil) 1:17pm & Ferco (Madhu) email 3:36pm	31.08.22
4	Final Quotation	Ferco (Madhu) 11:00am - enclosed Ferco Final Quote ref. FSDXB-22-888	01.09.22
5	Draft PTR meeting minutes & Trade Checklist	KCE (Mithun) email, 14:24 (Draft PTR meeting minutes)	01.09.22
6	Ferco Response to PTR meeting minutes	Ferco (Madhu) 10:41am - enclosed Ferco comments to PTR meeting minutes	05.09.22
7	KCE response to Ferco Comments	KCE (Mithun) 15:56 - enclosed KCE responses	07.09.22
8	Ferco Confirmation	KCE (Madhu) 18:59	07.09.22
9	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K100/KD/SK/0108	08.09.22



Subject:

FW: Dorchester -Enquiry for Fire Curtain - Ball Room

From: Shari Reji <shari.reji@khansaheb.ae>**Sent:** Tuesday, August 23, 2022 3:24 PM**To:** Madhu Karthikeyan <sales6@fercoshutters.com>**Cc:** Saman Kulsooriya <[samан.kulsooriya@khansaheb.ae](mailto:saman.kulsooriya@khansaheb.ae)>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Ramesh Menon <rameshmenon@fercoshutters.com>**Subject:** RE: Dorchester -Enquiry for Fire Curtain - Ball Room

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Please see the attached



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

From: Madhu Karthikeyan <sales6@fercoshutters.com>**Sent:** 23 August 2022 02:48 PM**To:** Shari Reji <shari.reji@khansaheb.ae>**Cc:** Saman Kulsooriya <[samان.kulsooriya@khansaheb.ae](mailto:saman.kulsooriya@khansaheb.ae)>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Ramesh Menon <rameshmenon@fercoshutters.com>**Subject:** RE: Dorchester -Enquiry for Fire Curtain - Ball Room

Dear Ms. Shari,

With reference to our tele- conversation please share the drawings of the other fire curtain in residential area.

*Thanks & Regards,***Madhumadhan Karthikeyan**(cell) +971564118362 (email) sales6@fercoshutters.com
 (web) fercoshutters.com / fercoseating.com

Ferco Shutters and Seating Systems (M.E.) Manufacture LLC
 Plot 247-125 Al Qusais Industrial Area 4, P.O.Box 233962, Dubai, UAE
 (main) +971 (04) 258 6433 (fax) +971 (04) 258 6533

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MAIL TYPE
Workflow Transmittal

MAIL NUMBER
ROBERTS-WTRAN-100418

REFERENCE NUMBER
ROBERTS-WTRAN-100418

(WF-028661) AHK-DWG-SUB: Shop Drawings for Residential Ground Floor Zone 3A

From Roberts Plot 18 Document Controller - Roberts Constructions

To (2) Sarah Cruz - Omniyat Middle East Real Estate Developments LLC (+1 more...)

Cc (28) BSBG 4625 - Brewer Smith and Brewer Gulf (+27 more...)

Sent Saturday, 19 June 2021 7:02:13 AM -03:00 (GMT -03:00)

Reason Issued for Approval

Status N/A

DOCUMENT ATTACHMENTS (4)

(0 selected)					
File	Document No	Revision	Revision Date	Title	Status
	AHK-ID-SD-GF-00127	00	16/06/2021	Residential Ground Floor Zone 3A - Entrance Lobby Glass Sliding Door Details	Under Review
	AHK-ID-SD-GF-00128	00	16/06/2021	Residential Ground Floor Zone 3A - Lift Lobby Portal Fire Curtain Details	Under Review
	AHK-ID-SD-GF-00102	02	16/06/2021	Residential Ground Floor Zone 3A Flooring Finish Plan	Under Review
	AHK-ID-SD-GF-00109	02	16/06/2021	Residential Ground Floor Zone 3A Elevation Sheet 6 of 6	Under Review

MESSAGE

Workflow Initiated - Action Required

The attached documents are part of the "AHK-DWG-SUB: Shop Drawings for Residential Ground Floor Zone 3A" workflow.

Workflow Note

Dear Sir,



DRAWING COMMENT SHEET

Date: 22 – June – 2021

WF-028661	AHK-DWG-SUB: Shop Drawings for Residential Ground Floor Zone 3A
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1. It is noted the entrance glass doors are not coordinated with main entrance façade door from Glassline and not coordinated with fluted GRC details from APL.
2. Submit coordinated drawing for approval including sliding door and façade door for coordination of details in the airlock lobby and main lobby.
3. MHF to review for compliance with façade specs prior to submitting door detail for Omniyat review.
4. If the Contractor wishes to deviate from the design for any reason it should be indicated in the drawings and explained to Omniyat.
5. If there is a potential cost saving by slightly modifying the design, it should be notified to Omniyat.
6. Coordination with other trades such as facade, ironmongery, MEP, lighting are entire responsibility of the Contractor and any abortive works arising from mis-coordinated drawings will be at the Contractor's own cost.
7. Contractor to ensure that all dimensions are coordinated with site and all other trades.
8. Contractor to ensure coordination and compatibility with ironmongery and hardware. Joinery details should follow the design intent but also be functional.
9. Contractor to ensure fire rating is achieved as per Local Authorities Regulations and FLS strategy.
10. Contractor to ensure acoustic requirements are met in line with Regulations and Dorchester brand standards.
11. Contractor to advise of any potential issue arising from missing scope or missing information in the design.
12. All material samples to be submitted for approval.
13. BSBG to review authority compliance.
14. LT to review lighting details.
15. Comments made on this submission does not relief the Contractor of compliance with Contract, Specifications, Authority requirements and best practice.
16. Refer to G&B design.
17. Refer to comments on drawings.

STATUS: CODE E – No objection subject to comments.



DRAWING SUBMISSION

Consultant Comments:

Refer Comments on the attached Drawings

Client Comments:

Refer to comments.

Confirmed by:

Signature MATIAS ZORNOZA

Name

Date

The Document is

<input type="checkbox"/> Code A	<input type="checkbox"/> Code B	<input type="checkbox"/> Code C	<input checked="" type="checkbox"/> Code E
Approved	Approved as noted (work may proceed)	Rejected (work may not proceed). Re-submission required	No objection. Subject to compliance with comments

Corrections or comments made relative to submittals during this review do not relieve the contractor from compliance with the contract requirements, specifications and Local Authorities regulations including the use of any "Restricted Material". This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents without design liability.



Subject: FW: Dorchester -Enquiry for Fire Curtain - Ball Room

From: Madhu Karthikeyan <sales6@fercoshutters.com>

Sent: 31 August 2022 03:36 PM

To: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>

Cc: Saman Kulsooriya <[samан.kulsooriya@khansaheb.ae](mailto:saman.kulsooriya@khansaheb.ae)>; Shari Reji <shari.reji@khansaheb.ae>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Ramesh Menon <rameshmenon@fercoshutters.com>

Subject: RE: Dorchester -Enquiry for Fire Curtain - Ball Room

Dear Mr. Anil,

Please find the below payment terms (agreed by Ferco) revised as per your response and the attached security cheque letter with changes highlighted in yellow.

- 10% advance against security cheque.
- 70% material payment to be paid within 60 days from the date of payment application subject to MIR approval.(not payment certification/invoice date)
- 20 % upon testing and commissioning using temporary power or permanent power if available.
- 10% held as retention from progressive payments.

Kindly Confirm.

Thanks & Regards,

Madhumadhan Karthikeyan

(cell) +971564118362 (email) sales6@fercoshutters.com

(web) fercoshutters.com / fercoseating.com

Ferco Shutters and Seating Systems (M.E.) Manufacture LLC

Plot 247-125 Al Qusais Industrial Area 4, P.O.Box 233962, Dubai, UAE

(main) +971 (04) 258 6433 (fax) +971 (04) 258 6533

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From: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>

Sent: Wednesday, August 31, 2022 1:17 PM

To: Madhu Karthikeyan <sales6@fercoshutters.com>

Cc: Saman Kulsooriya <[samان.kulsooriya@khansaheb.ae](mailto:saman.kulsooriya@khansaheb.ae)>; Shari Reji <shari.reji@khansaheb.ae>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Ramesh Menon <rameshmenon@fercoshutters.com>

Subject: RE: Dorchester -Enquiry for Fire Curtain - Ball Room

Hi Madhu,

Further to your comments on the payment terms, please find our response in RED below.

- 10% advance- Agreed. Subject to submission of advance security cheque and attached draft KCE cover letter.
- 70% before installation paid through 45 days PDC- We do not provide PDC, our payment terms with the Client is 30 days from the date of submission (5th of the month) and we can pay you in 15 days from the payment from the Client subject to receipt of approved MIR from the consultant. This works out to be within 60 days and should be acceptable
- 20 % upon testing and commissioning using temporary power or permanent power if available- Agreed.
- 5% held as retention from progress payments- 10% retention is a standard and must be followed.

Regards,



Anil Kumar Kariyappa

Quantity Surveyor

E anil.morabad@khansaheb.ae | M +971 56 369 1734 | T +971 4 605 7200

www.khansaheb.ae



From: Madhu Karthikeyan <sales6@fercoshutters.com>
Sent: 01 September 2022 11:00
To: Shari Reji
Cc: Saman Kulsooriya; Anitha Kumari; Ramesh Menon; Mithun Vallar Veetil
Subject: RE: Dorchester -Enquiry for Fire Curtain - Ball Room
Attachments: FSDXB-22-888- R1 -Dorchester Hotel - Khansaheb Interiors - Fire curtain S & I.pdf

Dear Ms. Shari,

Please find the attached revised quotation.

Thanks & Regards,

Madhumadhan Karthikeyan

(cell) +971564118362 (email) sales6@fercoshutters.com
 (web) fercoshutters.com / fercoseating.com

Ferco Shutters and Seating Systems (M.E.) Manufacture LLC
 Plot 247-125 Al Qusais Industrial Area 4, P.O.Box 233962, Dubai, UAE
 (main) +971 (04) 258 6433 (fax) +971 (04) 258 6533

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From: Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>
Sent: Thursday, September 1, 2022 9:58 AM
To: Madhu Karthikeyan <sales6@fercoshutters.com>
Cc: Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; Shari Reji <shari.reji@khansaheb.ae>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Ramesh Menon <rameshmenon@fercoshutters.com>
Subject: RE: Dorchester -Enquiry for Fire Curtain - Ball Room

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Hi Madhu,

Can you please sent the Valid Trade license also along with Final Quotation.

Thanks,



Mithun Vallar Veetil

Quantity Surveyor

E mithun.vallarveetil@khansaheb.ae | M +971 50 472 5095 | T +971 4 605 7200

www.khansaheb.ae





From: Mithun Vallar Veetil
Sent: 01 September 2022 14:24
To: Madhu Karthikeyan; nellai@fercoshutters.com
Cc: Saman Kulsooriya; Shari Reji; Anil Kumar Kariyappa; Anitha Kumari; Ramesh Menon
Subject: RE: Dorchester -Enquiry for Fire Curtain - Ball Room
Attachments: Fercos PT Mtg minutes - draft.pdf

Hi Madhu, Nellai

Further to the yesterday's meeting, please see attached PTR meeting minutes draft.

We trust this is in line with the meeting & request your acceptance on the same. So, we can issue officially upon the confirmation.

Thanks,



Mithun Vallar Veetil

Quantity Surveyor

E mithun.vallarveetil@khansaheb.ae | M +971 50 472 5095 | T +971 4 605 7200

www.khansaheb.ae



From: Madhu Karthikeyan <sales6@fercoshutters.com>

Sent: 01 September 2022 11:37 AM

To: Shari Reji <shari.reji@khansaheb.ae>

Cc: Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Ramesh Menon <rameshmenon@fercoshutters.com>; Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>

Subject: RE: Dorchester -Enquiry for Fire Curtain - Ball Room

Dear Ms. Shari,

Please find the below details.

Name – Mr. Nellai

Contact – 054 995 9667.

Thanks & Regards,

Madhumadhan Karthikeyan

(cell) +971564118362 (email) sales6@fercoshutters.com
 (web) fercoshutters.com / fercoseating.com

Fercos Shutters and Seating Systems (M.E.) Manufacture LLC
 Plot 247-125 Al Qusais Industrial Area 4, P.O.Box 233962, Dubai, UAE
 (main) +971 (04) 258 6433 (fax) +971 (04) 258 6533

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From: Madhu Karthikeyan <sales6@fercoshutters.com>
Sent: 05 September 2022 10:41
To: Mithun Vallar Veetil; Nellai
Cc: Saman Kulsooriya; Shari Reji; Anil Kumar Kariyappa; Anitha Kumari; Ramesh Menon
Subject: RE: Dorchester -Enquiry for Fire Curtain - Ball Room
Attachments: Ferco PT Mtg minutes - draft.pdf; FERCO STANDARD RAL COLOR CHART 2022.pdf

Dear Mr. Mithun,

Please find the attached draft Ferco PT Mtg minutes with comments.

Attached is the standard RAL color catalog for your reference.

Thanks & Regards,

Madhumadhan Karthikeyan
 (cell) +971564118362 (email) sales6@fercoshutters.com
 (web) fercoshutters.com / fercoseating.com

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From: Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>
Sent: Friday, September 2, 2022 4:03 PM
To: Madhu Karthikeyan <sales6@fercoshutters.com>; Nellai <nellai@fercoshutters.com>
Cc: Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; Shari Reji <shari.reji@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Ramesh Menon <rameshmenon@fercoshutters.com>
Subject: FW: Dorchester -Enquiry for Fire Curtain - Ball Room

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Hi Madhu, Nellai

Referring to below email, can you please advise. So we can issue the PTR meeting minutes officially.

Thanks,

From: Mithun Vallar Veetil
Sent: 07 September 2022 15:56
To: Madhu Karthikeyan; Nellai
Cc: Saman Kulsooriya; Shari Reji; Anil Kumar Kariyappa; Anitha Kumari; Ramesh Menon
Subject: RE: Dorchester -Enquiry for Fire Curtain - Ball Room
Attachments: Ferco PT Mtg minutes 07.09.22.pdf; Responses to Ferco comments 07.09.22.pdf; 4a. Security Cheque Letter.docx

Hi Madhu, Nellai

Please see attached our responses, if you have any queries please give me a call.

The Minor works order will be issued from KCE Head office by next week, please consider the email as confirmation to proceed the Engineering works. Should you have any queries, please feel free to contact me.

Thanks,



Mithun Vallar Veetil

Quantity Surveyor

E mithun.vallarveetil@khansaheb.ae | M +971 50 472 5095 | T +971 4 605 7200

www.khansaheb.ae



From: Madhu Karthikeyan <sales6@fercoshutters.com>

Sent: 05 September 2022 10:41 AM

To: Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>; Nellai <nellai@fercoshutters.com>

Cc: Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; Shari Reji <shari.reji@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; Anitha Kumari <anitha.kumari@khansaheb.ae>; Ramesh Menon <rameshmenon@fercoshutters.com>

Subject: RE: Dorchester -Enquiry for Fire Curtain - Ball Room

Dear Mr. Mithun,

Please find the attached draft Ferco PT Mtg minutes with comments.

Attached is the standard RAL color catalog for your reference.

Thanks & Regards,

Madhumadhan Karthikeyan

(cell) +971564118362 (email) sales6@fercoshutters.com

(web) fercoshutters.com / fercoseating.com

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INTEGRATED MANAGEMENT SYSTEM
ISO ISO ISO



SUBCONTRACTOR'S POST TENDER REVIEW MEETING [K07]

Item	Minute 31.08.22	KCE response 07.09.22	Ferco response 07.09.22
2.2.3	SC confirmed its tender price was: Lump Sum Fixed Price	Ferco Response 05.09.22 Lump sum based on the following documents we received 1) AHK-ID-SD-GF-00968_00_E_B 2) AHK-ID-SD-GF-00844_00_E_B 3) AHK-ID-SD-GF-00843_00_E_B 4) AHK-ID-SD-GF-00842_00_E_B 5) AHK-ID-SD-GF-00841_00_E_B 6) AHK-ID-SD-GF-00128_00_E_B (Curtain guide rails shall be galvanized steel powder coated to standard RAL colors since it is the manufacturer standard compliant with DCD requirements. Polished stainless steel finish not possible) 7) 201A22002-KCE-SK-0228 (Ground Floor Lift Lobby- GA section)	Noted, SC should comply with previous approvals in same project and match with other fire curtains in the same project. Agreed
2.2.4	SC confirmed that its rates and prices are fixed until: Issuance of the Performance Certificate	refer to Item 2.4.7 in PTR meeting and which is 365days from TOC.	Agreed
2.4.1	KCE confirmed that payment would be made within - 60days from the month end in which the SC's invoice was submitted	from the date of Sc's payment application Please share relevant pages of main contract. Product specification and warranty period, shall remain exactly as submitted in our quotation.	Agreed, we will amend as 60days from the date of payment application. Note that, Payment application shall be submitted on 30th of every month, it was agreed in the PTR meeting.
2.4.3	The release of retention will take place in line with the conditions of the Main Contract which states that the first half will be released: On receipt of the Taking Over Certificate for the Main Contract works	Continuation sheet missing.	SC should comply with previous approvals in same project and match with other fire curtains in the project. Included, please refer to attached PTR meeting minutes
2.4.4	The Balance of retention release will occur: See Continuation Sheet	All technical details have been provided by us and hence compliance is not applicable. Also, we do not know what is in the main contract in relevance to our scope.	SC should comply with previous approvals in same project and match with other fire curtains in the same project. Agreed
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.	specifications and BOQ not provide along with enquiry.	SC should comply with previous approvals in same project and match with other fire curtains in the same project. Agreed
5.1	SC stated that its tender was technically fully compliant with the tender enquiry documents including but not limited to specifications, drawings, BOQ etc. and all applicable Building Standards / Statutory Authority Regulations, including Civil Defence and Municipality requirements etc. current at the date of its tender.	Continuation Sheet	We are unable to change KCE standard letter format, please refer to attached draft for your reference.
2.3.2	10% Advance payment , Ferco to submit security cheques in lieu of advance payment bond (value AED 3,368.50) along with cover letter in KCE format.	Corrections made by Ferco in the cover letter in the KCE format to be included.	Agreed to use amended letter format
2.4.1	70% upon delivery of Materials & MIR approval - Payment application shall be submitted on 5th of every month.	Payment application shall be submitted on any day before 25th of every month.	Agreed



Ref	Clarification / Qualification quote ref FSDXB-22-888	KCE's Response dated 31.08.22	Ferco Response dated 05.09.22	KCE response dated 07.09.22
A Fire curtain Features				
A.1	Certified to UL Standards			
A.2	Fabrics tested to BS 476 Pt 6 and Pt 7, EN 13501-1			
A.3	Radiation Protection (W) - 30 minutes < 15 Kw/m ²			
A.4	Compact 'nearly invisible' headbox with multiple fixing methods			
A.5	Flexible and durable fire rated fiberglass fabrics			
A.6	Lightweight assembly that greatly lessens structural load			
A.7	Slim compact guides			
A.8	Bottom bar, side guides and headbox can be powdercoated to blend in to surroundings	The SC is aware on the Client requirements / Powder Coating colors / Shades shall be limited to standard RAL chart attached	Powder Coating colors / Shades shall be limited to standard RAL chart attached	Noted, SC to match with RAL colour of the other Fire curtains in the same Project.
A.9	Virtually unlimited width without intermediate support using multiple Rollers			
A.10	Intelligent controls			
A.11	Gravity Fail Safe system(no power needed)			
B Inclusions				
B.1	Single Curtain Controllers			
B.2	Motor Controllers			
B.3	Motors & Rollers			
B.4	Side guides in Powder coated finish			
B.5	Head Box and Bottom Bar in Powder coated finish			



Ref	Clarification / Qualification quote ref FSDXB-22-888	KCE's Response dated 31.08.22	Ferco Response dated 05.09.22	KCE response dated 07.09.22
C	<u>Exclusions</u>			
C.1	Associated Builder's Works.	Noted & Agreed.	Agreed	Agreed
C.2	Ceiling Access Panel, if required for the installation	Noted & Agreed.	Agreed	Agreed
C.3	Scaffolding & Access Equipments	Access upto 3m height would be Ferco Scope. Refer to K5 form also.	Agreed	Agreed
C.4	Storage space on site.	SC confirmed that, storage space is not required as the SC confirmed that, supply and installation will be approval on same day.	Installation shall begin from the following day of MIR Noted	Noted
C.5	Provision 1ph, 230V, 13A, 50Hz of Power supply Isolator within 1 metre distance from each curtain motor locations	Noted & Agreed.	Agreed	Agreed
C.6	Any other product, accessory or service other than EXPLICITLY spelt out in this quote	Not Agreed, Ferco Quote shall comply with Previous approvals in the same project.	KCE to define scope crystal clearly for SC to confirm point to point.	SC to match with other Fire curtains in the same Project and accessories or service required for the functioning of Fire curtain included in SC scope.
C.7	Powder Coated colours are limited to standard RAL colours given in our colour chart. The colour chart specifications for the above project and should shades as we received no document carrying this information.	The SC is aware on the Client requirements / SC is not aware with respect to powder coating of the other Fire comply with previous approvals in same project.	SC is not aware with respect to powder coating / SC is aware on the Client requirements / SC is not aware with respect to powder coating of the other Fire comply with previous approvals in same project.	SC to match with RAL colour of the other Fire curtains in the same Project.
C.8	Main contractor to provide Connection to Power Supply Isolator, Fire alarm connection points shall be isolator and 1No Fire alarm. Installed within 1 meter from the Curtain motor's location.	SC confirmed that, each fire curtain required 1No Agreed	No	Agreed
D	<u>Delivery</u>			
D.1	Submission of Shop Drawing : 2-3 working days upon Receipt of Purchase Order & Advance payment	Noted & Agreed.	Agreed	Agreed
D.2	Fabrication : To be agreed	To be discussed & agreed with Site Team.	Agreed	Agreed
D.3	Installation : To be agreed	To be discussed & agreed with Site Team.	Agreed	Agreed
E	<u>Payment Terms:</u>			
E.1	10% advance against security cheque.	Noted & Agreed.	Agreed	Agreed
E.2	70% material payment to be paid within 60 days from the date of payment application subject to MIR approval. (not payment certification/invoice date)	Noted & Agreed.	Agreed	Agreed
E.3	20 % upon testing and commissioning using temporary power or permanent power if available.	Noted & Agreed.	Agreed	Agreed
E.4	10% held as retention from progressive payments.	Noted & Agreed.	Page 15 of 18 Agreed	Agreed



From: Madhu Karthikeyan <sales6@fercoshutters.com>
Sent: 07 September 2022 18:59
To: Mithun Vallar Veetil
Cc: Saman Kulsooriya; Anil Kumar Kariyappa; Ramesh Menon
Subject: RE: Dorchester -Enquiry for Fire Curtain - Ball Room
Attachments: Ferco PT Mtg minutes 07.09.22.pdf; Responses to Ferco comments 07.09.22.pdf

Dear Mr. Mithun,

Thank you very much for your support.

All other responses dated 07.09.22 from your side in the attached documents are accepted and we shall proceed with the preparation of shop drawings.

Please note that I will be on vacation from 9th September until 8th October. However ,I will be responding to email's and WhatsApp messages.

Please feel free to send me WhatsApp voice messages anytime and I shall respond immediately.

Thanks & Regards,

Madhumadhan Karthikeyan

(cell) +971564118362 (email) sales6@fercoshutters.com
 (web) fercoshutters.com / fercoseating.com

Ferco Shutters and Seating Systems (M.E.) Manufacture LLC
 Plot 247-125 Al Qusais Industrial Area 4, P.O.Box 233962, Dubai, UAE
 (main) +971 (04) 258 6433 (fax) +971 (04) 258 6533

London | Dubai | Kuala Lumpur | Singapore | India



From: Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>
Sent: Wednesday, September 7, 2022 6:17 PM
To: Madhu Karthikeyan <sales6@fercoshutters.com>
Cc: Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>
Subject: FW: Dorchester -Enquiry for Fire Curtain - Ball Room

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

Hi Madhu,

The letter format is ok, you can submit the advance payment application along with letter. Please respond to PTR meeting minutes draft also.



APPENDIX 2
TENDER CLARIFICATION SCHEDULE



Ref	Clarification / Qualification quote ref FSDXB-22-888	KCE's Response dated 31.08.22	Ferco Response dated 05.09.22	KCE response dated 07.09.22	Ferco response dated 07.09.22
A	Fire curtain Features				
A.1	Certified to UL Standards				
A.2	Fabrics tested to BS 476 Pt.6 and Pt.7, EN 13501-1				
A.3	Radiation Protection (W) - 30 minutes < 15 Kw/m ²				
A..4	Compact 'nearly invisible' headbox with multiple fixing methods				
A.5	Flexible and durable fire rated fiberglass fabrics				
A.6	Lightweight assembly that greatly lessens structural load				
A.7	Slim compact guides				
A.8	Bottom bar, side guides and headbox can be powdercoated to blend in to surroundings	The SC is aware on the Client requirements / specifications for the above project and should comply with previous approvals in same project.	Powder Coating colors / Shades shall be limited to standard RAL chart attached	Noted, SC to match with RAL colour of the other Fire curtains in the same Project.	Agreed
A.9	Virtually unlimited width without intermediate support using multiple Rollers				
A.10	Intelligent controls				
A.11	Gravity Fall Safe system(no power needed)				
B	Inclusions				
B.1	Single Curtain Controllers				
B.2	Motor Controllers				
B.3	Motors & Rollers				
B.4	Side guides in Powder coated finish				
B.5	Head Box and Bottom Bar in Powder coated finish				
C	Exclusions				
C.1	Associated Builder's Works.	Noted & Agreed.	Agreed	Agreed	Agreed
C.2	Ceiling Access Panel, if required for the installation	Noted & Agreed.	Agreed	Agreed	Agreed
C.3	Scaffolding & Access Equipments	Access upto 3m height would be Ferco Scope. Refer K5 form also.	Agreed	Agreed	Agreed
C.4	Storage space on site.	SC confirmed that, storage space is not required as the SC confirmed that, supply and installation will approval. be on same day.	Noted	Noted	Noted
C.5	Provision 1ph, 230V, 13A, 50Hz of Power supply Isolator within 1 metre distance from each curtain motor locations	Not Agreed, Ferco Quote shall comply with Previous approvals in the same project.	Agreed	Agreed	Agreed
C.6	Any other product, accessory or service other than EXPLICITLY spelt out in this quote	SC to define scope clearly for SC to confirm point to point.	SC to match with other Fire curtains in the same Project and accessories or service required for the functioning of Fire curtain included in SC scope.	SC to match with other Fire curtains in the same Project and accessories or service required for the functioning of Fire curtain included in SC scope.	Agreed
C.7	Powder Coated colours are limited to standard RAL colours given in our colour chart. The colour chart shall be provided for your approval.	SC is not aware with respect to powder coating SC to match with RAL colour of the other Fire curtains in the same Project.	SC is not aware with respect to powder coating SC to match with RAL colour of the other Fire curtains in the same Project.	SC is not aware with respect to powder coating SC to match with RAL colour of the other Fire curtains in the same Project.	Agreed
C.8	Main contractor to provide Connection to Power Supply isolator, Fire alarm connection points shall be installed within 1 meter from the Curtain motor's location.	SC confirmed that, each fire curtain required 1No isolator and 1No Fire alarm.	Agreed	Agreed	Agreed

Ref	Clarification / Qualification quote ref FSDXB-22-888	KCE's Response dated 31.08.22	Ferco Response dated 05.09.22	KCE response dated 07.09.22	Ferco response dated 07.09.22
D	Delivery				
D.1	Submission of Shop Drawing : 2-3 Working days upon receipt of Purchase Order & Advance payment	Noted & Agreed.	Agreed	Agreed	Agreed
D.2	Fabrication : To be agreed	To be discussed & agreed with Site Team.	Agreed	Agreed	Agreed
D.3	Installation : To be agreed	To be discussed & agreed with Site Team.	Agreed	Agreed	Agreed
E	Payment Terms:				
E.1	10% advance against security cheque.	Noted & Agreed.	Agreed	Agreed	Agreed
E.2	70% material payment to be paid within 60 days from the date of payment application subject to M&R approval.(not payment certification/invoice date)	Noted & Agreed.	Agreed	Agreed	Agreed
E.3	20 % upon testing and commissioning using temporary power or permanent power if available.	Noted & Agreed.	Agreed	Agreed	Agreed
E.4	10% held as retention from progressive payments.	Noted & Agreed.	Agreed	Agreed	Agreed
F	Warranty:				
F.1	Warranty is valid for all Materials,Manufacturing defects & Workmanship for ONE year from the date approval in same project. of Handingover.	We have offered our standard one year warranty in our pricing to KCE. Please provide specification or confirm the no of years required for warranty explicitly and we shall price accordingly.	Previous approval in this project was with M/s Bond Interiors who explicitly requested for 10yrs warranty in their documents and were priced accordingly. However, decided to proceed with standard manufacturer warranty of 1 year.	Noted, if required additional warranty shall be Agreed	Noted, if required additional warranty shall be Agreed
G	Validity:				
G.1	This quotation is valid for 7 days from the date of issue	The Quote shall be valid until order placed.	Agreed	Agreed	Agreed



SUBCONTRACTOR'S POST TENDER REVIEW MEETING [K07]

Item	Minute 31.08.22	Ferco Response 05.09.22	KCE response 07.09.22	Ferco response 07.09.22
2.2.3	SC confirmed its tender price was: Lump Sum Fixed Price	Lump sum based on the following documents we received 1) AHK-ID-S-D-GF-00968_00_E_B 2) AHK-ID-S-D-GF-00844_00_E_B 3) AHK-ID-S-D-GF-00843_00_E_B 4) AHK-ID-S-D-GF-00842_00_E_B 5) AHK-ID-S-D-GF-00841_00_E_B 6) AHK-ID-S-D-GF-00128_00_E_B (Curtain guide rails shall be galvanized steel powder coated to standard RAL colors since it is the manufacturer standard compliant with DCD requirements. Polished stainless steel finish not possible) 7) 201A2202-KCE-SK-0228 (Ground Floor Lift Lobby- GA section)	Noted, SC should comply with previous approvals in same project and match with other fire curtains in the same project.	Agreed
2.2.4	SC confirmed that its rates and prices are fixed until: Issuance of the Performance Certificate	or 12 months , whichever is earlier	refer to Item 2.4.7 in PTR meeting and which is 365days from TQC.	Agreed
2.4.1	KCE confirmed that payment would be made within - 60days from the month end in which the SC's invoice was submitted	from the date of Sc's payment application	Agreed, we will amend as 60days from the date of payment application. Note that, Payment application shall be submitted on 30th of every month, it was agreed in the PTR meeting.	Agreed
2.4.3	The release of retention will take place in line with the conditions of the Main Contract which states that the first half will be released: On receipt of the Taking Over Certificate for the Main Contract works	Please share relevant pages of main contract. Product specification and warranty period, shall remain exactly as submitted in our quotation.	SC should comply with previous approvals in same project and match with other fire curtains in the project.	Agreed
2.4.4	The Balance of retention release will occur: See Continuation Sheet	Continuation sheet missing.	Included, please refer to attached PTR meeting minutes	Agreed
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.	All technical details have been provided by us and hence compliance is not applicable. Also, we do not know what is in the main contract in relevance to our scope.	SC should comply with previous approvals in same project and match with other fire curtains in the same project.	Agreed
5.1	SC stated that its tender was technically fully compliant with the tender enquiry documents including but not limited to specifications, drawings, BOQ etc. and all applicable Building Standards / Statutory Authority Regulations, including Civil Defence and Municipality requirements etc. current at the date of its tender.	specifications and BOQ not provide along with enquiry.	SC should comply with previous approvals in same project and match with other fire curtains in the same project.	Agreed
2.3.2	Continuation Sheet 10% Advance payment , Ferco to submit security cheques in lieu of advance payment bond (value AED 3,365.50) along with cover letter in KCE Format.	Corrections made by Ferco in the cover letter in the KCE format to be included	We are unable to change KCE standard letter format, please refer to attached draft for your reference.	Agreed to use amended letter format
2.4.1	70% upon delivery of Materials & MIR approval - Payment application shall be submitted on 5th of every month.	payment application shall be submitted on any day before 25th of every month.	Payment application shall be submitted on 30th of every month, it was agreed in the PTR meeting.	Agreed





APPENDIX 3
K05 SUMMARY OF ATTENDANCES & FACILITIES



APPENDIX - 3: SUMMARY OF ATTENDANCES & FACILITIES

K05

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

Ref	Description	KCE	Sub-Contractor
1	Site Facilities		
1.1	Area for Subcontractor's offices	✓	<input type="checkbox"/>
1.2	Area for Subcontractor's storage	✓	<input type="checkbox"/>
1.3	Offices for Subcontractor's staff (1 Desk Space)	✓	<input type="checkbox"/>
1.4	Buildings / containers for Subcontractor's storage	<input type="checkbox"/>	✓
1.5	Specific security of Subcontractor's facilities and material (general security by KCE as 1.8)	<input type="checkbox"/>	✓
1.6	Toilet and washing facilities	✓	<input type="checkbox"/>
1.7	Canteen facilities (if applicable)	n/a	n/a
1.8	General security / hoarding to perimeter of site / laydown areas	✓	<input type="checkbox"/>
1.9	Provision of first aider(s) & all equipment	<input type="checkbox"/>	✓
1.10	Provision of telephone and internet connection	<input type="checkbox"/>	✓
1.11	Telephone and internet monthly charges	<input type="checkbox"/>	✓
1.12	Computers, printers & other electrical office equipment	<input type="checkbox"/>	✓
1.13	Provision of office furniture	<input type="checkbox"/>	✓
1.14	Provision of office stationary	<input type="checkbox"/>	✓
1.15	Provision of office consumables (milk, tea, coffee etc.)	<input type="checkbox"/>	✓
2	Temporary Services		
2.1	Provision of temporary power & water to office & storage buildings	✓	<input type="checkbox"/>
2.2	Provision of a temporary power connection for the works 50m from the workface (110v)	✓	<input type="checkbox"/>
2.3	Safe distribution of power from the above connection (item 2.2)	<input type="checkbox"/>	✓
2.4	Provision of a water connection point 50m from the workface	✓	<input type="checkbox"/>
2.5	Distribution of water to the workface 50m from the above connection point (item 2.4)	<input type="checkbox"/>	✓
2.6	Task lighting	<input type="checkbox"/>	✓
2.7	Safety lighting (in order to provide safe access and egress)	✓	<input type="checkbox"/>
3	The Works		
3.1	Setting out - main grid lines & datum points	✓	<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 (KCE Gloves & Eye protect Policy)	<input type="checkbox"/>	✓
3.10	Provision of samples & mock ups	<input type="checkbox"/>	✓
3.11	Testing / commissioning (where applicable to SC Works)	<input type="checkbox"/>	✓
3.12	Cleanings and housekeeping Labour- Dedicated team for daily regular progressive clean-up	<input type="checkbox"/>	✓
3.13	Final clean of Subcontract Works	<input type="checkbox"/>	✓
3.14	Temporary works (if applicable)	<input type="checkbox"/>	✓



Ref	Description	KCE	Sub-Contractor
4	Cranage & Hoisting		
4.1	Shared use of KCE tower cranes (if available on site)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.2	Mobile cranes (If available on site)	<input type="checkbox"/>	N/A
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"/>	N/A
5	Access & Equipment		
5.1	Provision of small tools & hand held power tools (110 volt only)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.2	Small mechanical plant & equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.3	Driver operated plant & equipment (if required)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.4	Operators for mechanical plant & equipment (if required)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.5	Provision of fuel, water, gas and the like to power mechanical equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.6	Mobile scaffold towers (where permitted by KCE SPM, see also 7.2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.7	Mechanical/electrical working platforms - scissor lifts, cherry pickers and the like	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.8	Independent access scaffold up to platform height of 3m by SC	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.9	Independent access scaffold platform height above 3m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.10	Birdcages & specialist crash decks	<input type="checkbox"/>	N/A
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 checked="" type="checkbox"/>	<input type="checkbox"/>
5.15	Task specific safety signage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Personal Protective Equipment (PPE)		
6.1	Provision of all KCE mandatory PPE including but not limited to, branded overalls & high visibility vests, safety footwear, heavy duty safety helmets, safety gloves, safety glasses. Note; Any operative attending site with poor quality PPE or without the mandatory PPE, will either be refused entry or issued with the correct PPE with the cost being deducted from the Subcontractor's account.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.2	All task specific PPE required to comply with the approved safe system of work documented through KCE's K-Standards or the method statement, risk assessment and COSHH assessment must be provided.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Any Other Specific Facilities & Attendances Identified Below		
7.1	The SC shall use its best endeavours to ensure the collection & removal of recyclable waste materials generated by the Subcontractor (& its supply chain) is returned to source and not included in skips to be disposed off as waste.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.2	MEWP's to be used wherever possible, mobile scaffold towers to be approved by KCE SPM. Access requirement above 3m platform height will be provided by KCE.	<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"/>
8	Confined Space Works (only to extent applicable for the SC Works)		
8.1	Multi gas monitor	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.2	Rescue harness per entrant	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.3	Rescue tripods & winches	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.4	Mechanical ventilation, extraction & air movement equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.5	Emergency rescue escape sets (for medium & high risk works).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.6	Means of communication (e.g. Radio)	<input type="checkbox"/>	<input checked="" type="checkbox"/>



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 checked="" type="checkbox"/>	<input type="checkbox"/>
9.2	Provision of water for testing & commissioning	<input type="checkbox"/>	N/A
9.3	Disposal of water for testing & commissioning	<input type="checkbox"/>	N/A
9.4	Provision of concrete plinths for MEP support	<input type="checkbox"/>	N/A
9.5	Provision of other MEP support - steelwork, service pads and the like (to extent applicable to SC Works)	<input checked="" 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"/>	N/A
9.7	Provision of spares & tools	<input type="checkbox"/>	N/A
9.8	Marking of BWIC openings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9.9	Preparation of builders work drawings prior to the works being undertaken	<input checked="" 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 checked="" type="checkbox"/>
9.11	Sealant around services, sanitary ware, equipment etc.	<input type="checkbox"/>	N/A
9.12	Provision of fire extinguishers (permanent works)	<input type="checkbox"/>	N/A
9.13	Replacement of fused bulbs until handing over the works	<input type="checkbox"/>	N/A
9.14	Provision of acoustic requirements around services / service penetrations	<input type="checkbox"/>	N/A
9.15	Provision of manhole covers & frames (Gratings / Covers etc inside pool)	<input type="checkbox"/>	N/A
9.16	Provision of temporary cap ends to drainage, vent & RW pipes during the works	<input type="checkbox"/>	N/A
9.17	Coring & drilling through walls & floors less than 200mm dia. (Where due to WM errors)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9.18	Coring & drilling through walls & floors greater than 200mm dia.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9.19	Chasing out walls & floors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9.20	Forming openings in new walls (subject to conformance with item 9.9)	<input type="checkbox"/>	N/A
9.21	Fire stopping generally	<input type="checkbox"/>	N/A
9.22	Fire stopping between MEP services & the service sleeve	<input type="checkbox"/>	N/A
9.23	Fire stopping between service sleeve and the opening	<input type="checkbox"/>	N/A
		<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 : 01.09.22

CONTRACT NO : 201A22002

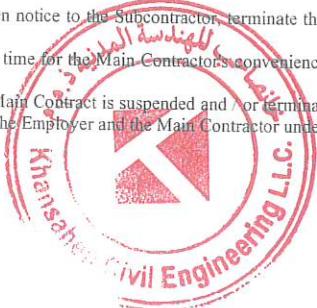
SUBCONTRACTOR: Global Composites Solutions LLC

Item	Description	Quantity	Unit	Rate	Amount
	<u>Supply, installation, testing & commissioning of Automatic Fire Curtains</u>				
A	AFC-01 of Size 2160 x 2900mm	1	No	13,980.00	13,980.00
B	AFC-02 of Size 3150 x 4753mm	1	No	19,705.00	19,705.00
TOTAL AMOUNT IN AED.					33,685.00



SUBCONTRACT : GENERAL TERMS AND CONDITIONS

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

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