

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. 201A22002/39
PROJECT NAME: Dorchester Hotel & Residences (Completion Works)

Al Hayat Fiberglass Ind. LLC - Dubai Branch
 P.O. Box 70255
 Sharjah, U.A.E.
 Tel: 04 2287532
 Fax: 04 2297341

CONTRACT NO. : 201A22002
 SITE CONTACT : Mr. Chris McCann
 SITE TEL. NO. : 056 5076171
 DATE : 17th June 2022
 OUR REF. : SW/CM/KBD/ARM/201A22002/39

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

Procure, supply, deliver, offload, handle, distribute, install, protect, maintain and guarantee GRP Lining 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. 313,333.40 (Dirhams Three Hundred Thirteen Thousand Three Hundred Thirty Three and Fils Forty Only 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 12.05.2022, 11:08 (1 page).
 2. AHF quotation ref. AHF/QTN/1423/06/22 dated 03.06.2022 (2 pages).
 3. KCE letter ref. 201A22002/K100/KD/SK/0066 dated 17.06.2022 (25 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 1 st Edition 1999
DEFECTS LIABILITY PERIOD	: As Main Contract

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

Eirian Morris/Steve Flint
 Commercial Director/Managing Director



Tariq Hussain Khansaheb/
 Amer Abdulaziz Khansaheb/Maher Khansaheb

Mithun Vallar Veetil

From: Anil Kumar Kariyappa
Sent: 12 May 2022 11:08
To: alhayatfiberglass@gmail.com
Cc: Mithun Vallar Veetil
Subject: RE: SOA-DORCHESTER Hotel At B.BAY

Hi Muneer,

This is not what we agreed to received from you. We clearly advised you to provide highlighted drawings with the status of works completed and balance works detailed on your BOQ.

Please submit the same by COB today.

Regards,



Anil Kumar Kariyappa
Quantity Surveyor
E anil.morabad@khansaheb.ae | M +971 56 369 1734 | T +971 4 605 7200

From: Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>
Sent: 12 May 2022 10:55 AM
To: Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>
Subject: FW: SOA-DORCHESTER Hotel At B.BAY

Al Hayat SOA



Mithun Vallar Veetil
Quantity Surveyor
E mithun.vallarveetil@khansaheb.ae | M +971 50 472 5095 | T +971 4 605 7200

From: Al Hayat <alhayatfiberglass@gmail.com>
Sent: 11 May 2022 09:57 AM
To: Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>
Subject: Re: SOA-DORCHESTER Hotel At B.BAY

Dear Sir,
FYI

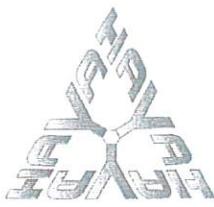
Best Regards

Best Regards
Muneer S

AL HAYAT FIBERGLASS

Dubai-UAE
P.O Box:70255
mail: alhayatfiberglass@gmail.com





الحياة لصناعة الألياف الزجاجية

AL HAYAT FIBERGLASS IND. L.L.C.

تليفون: +٩٦٣ ٤ ٢٢٩٧٣٤١, فاكس: +٩٦٣ ٤ ٢٢٨٧٥٣٢
الشارقة - الإمارات العربية المتحدة
Tel.: +971 4 2287532, Fax : +971 4 2297341, P.O.Box : 70255, Sharjah - United Arab Emirates
E-mail: bnsgroup@hotmail.com | Web : www.alhayatfiberglass.com

QUOTATION

Qtn No: AHF/QTN/1423/06/22
Date : 03-06-2022

M/s. Khansaheb Civil Engineering LLC
Tel: 04-6057200, Fax: 04-2857539,
P.O. Box: 2716, Dubai – United Arab Emirates.

Project: Business Bay, Dubai.

Attn: Eng. Anil Kumar

Subject: Quotation for GRP Lamination for RCC Water Tank, Manhole & Ladder at your site.

Dear Sir,

Please let us thank you for inviting quotation for the work mentioned below. We hope that you will find our rate competitive. We have pleasure to undertake the valuable work in required time. Moreover, the below mentioned work shall be done in best quality with high standard.

Charges for GRP lamination - Water Tank, Manhole & Ladder.

#	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	GRP Lamination for RCC Water Tank – 7 mm thickness.	M ²	2395	102.00/M ²	244,290.00
2	GRP Lamination for RCC Sumps & Manholes, Drainage Chamber – 7 mm thickness.	M ²	1700	120.00/M ²	204,000.00
3	GRP Ladder (Supply & Installation) with size: 2.95 MH	Pc	4	1,622.50/Pc	6,490.00
4	GRP Ladder (Supply & Installation) with size: 3.5 MH	Pc	8	1,925.00/Pc	15,400.00
5	GRP Ladder (Supply & Installation) with size: 9.425 MH	Pc	8	5,183.75/Pc	41,470.00
6	GRP Ladder (Supply & Installation) with size: 2.5 MH	Pc	2	1,225.00/Pc	2,450.00
				Total:	514,100.00
				Completed work:	345,474.00
				Retention 10% of completed work:	34,547.40
				Work completed certified amount:	310,926.60
				Balance work amount:	203,173.40
				Received Amount:	200,766.60
				Pending Payment:	144,707.40
				Total Balance Amount with Khansaheb:	347,880.80

Scope of work: Supply & Apply:

313,333.40

- All utilities Such as electricity, Water, Crane, Scaffolding etc. are to be provided from yours end.
- Our Material is to be offloaded at the right place by the client.
- Surface preparation to be provided and surface should be rough to start the work.
- Storage Facility should be provided at site.
- All actual measurement on site shall be taken before the final invoice
- Suitable for potable drinking water.

Warranty:

- 10 Years

Payment Terms:

- 50 % Advance payment is to be paid when the materials are delivered.
- 50% is to be paid immediate after the completion of work

Materials would be delivered within 1-2 weeks after I.P.C is received. Lamination would be started within 1-2 weeks & after advance payment is received, Surface preparation is to be completed to commence the work.

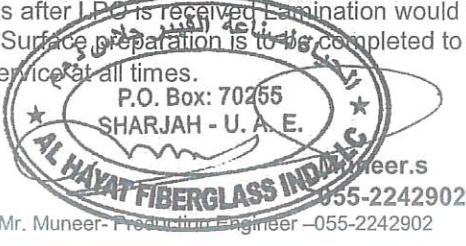
Thanking you and assuring you of our best service at all times.

Best Regards,

Yousaf

055-2242901

For further clarification on technical side please contact Mr. Muneer- Production Engineer -055-2242902



Anil Kumar Kariyappa

2

From: Al Hayat <alhayatfiberglass@gmail.com>
Sent: 03 June 2022 11:25
To: Anil Kumar Kariyappa
Subject: Quotation for GRP Lining Works (Business Bay project - Roberts)
Attachments: 1423-ROBERTS BBAY 03-06-2022.pdf

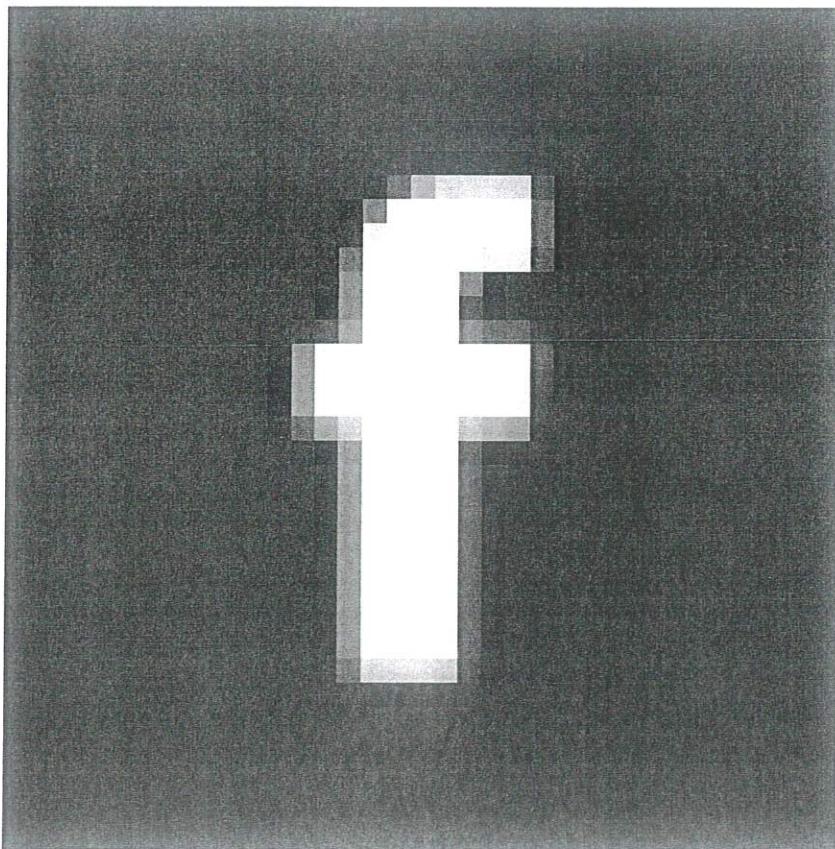
Dear Sir,

Please find the attached Quotation for GRP Lining works.

Best Regards



Dubai-UAE
P.O Box:70255
mail: alhayatfiberglass@gmail.com
mobile: 055-2242902 • Phone:04-5910990, 04-2287532
www.alhayatfiberglass.com



Ref: 201A22002/K100/KD/SK/0066

17th June 2022

Al Hayat Fiberglass Ind LLC
 P.O. Box 70255
 Sharjah, United Arab Emirates
 Tel No. 04 228 7532

Email. alhayatfiberglass@gmail.com

Attn; Mr. Muneer- Project Manager

Dear Sir,

**Dorchester Hotel & Residences
 GRP Lining Works- Post Tender Meeting**

Further to the discussion on 13th June 2022, we enclose herewith for your information and further action the following;

- | | |
|----------------------------------|------------|
| 1. Minutes of Kick off meeting | (13 pages) |
| 2. Relevant Correspondence | (1 page) |
| 3. Hand Amended Quote | (1 page) |
| 4. Tender Clarification schedule | (1 page) |
| 5. K5 Summary of Requirements | (3 pages) |
| 6. Bill of Quantities | (3 pages) |

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

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

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

Chris McCann
 Senior Project Manager

Encl. as noted

T +971 4 605 7200
 F +971 4 285 7539
 E kcehodxb@khansaheb.ae
 W www.khansaheb.ae



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
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Subcontractor (SC):	Al Hayat Fiberglass Ind LLC	Meeting Date:	13.06.22
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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 the GRP Lining Works.

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name:	Al Hayat Fiberglass Ind LLC	Name:	Khansaheb Civil Engineering LLC
Address:	P.O Box 70255 Sharjah, UAE	Address:	P.O.Box 2716 Dubai, UAE
Tel No.	04 228 7532	Tel No.	04 605 7200

NAME (SC)		DESIGNATION	NAME (KCE)		DESIGNATION
Present:	Muneer S	Project Manager	Present:	Saman Kulsooriya Anil Kumar Kariyappa	Sr. Quantity Surveyor Quantity Surveyor

Khansaheb point of contact (KCE):

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

Project Commercial Manager (KCE):

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

Subcontractor point of Contact (SC):



Name:	Muneer S
Position:	Production Engineer
Mobile No:	055 224 2902
Email:	alhayatfiberglass@gmail.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.

KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
Item	Minute	Action by	Date
2.0	Commercial Sufficiency		
2.1	Khansaheb Tender Enquiry SC confirmed receipt of KCE tender Enquiry: Reference: KCE (Anil) email at 11:08 am Dated: 12.05.22 Further communication is listed in the Schedule of Relevant Correspondence attached in Appendix No. 1 of these minutes.		
2.2	Validity of the Subcontractor's Tender		
2.2.1	The SC confirmed its tender reference dated 3-Jun-22 remained valid until 3-Jul-22	Hayat (Muneer) email, 11: 25 A.M.	
2.2.2	SC confirmed its tender price as:	AED 313,333.40	
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 313,333.40		
2.3	Insurance, Bonds & Warranties		
2.3.1	SC confirmed that an Advance Payment would not be required	Yes	
2.3.2	KCE and SC agreed that the Advance Payment would be N/A % of the Subcontract price.	N/A	% of the
2.3.3	The Advance Payment will be recovered at N/A % of the gross amount certified to the SC in interim payment certificates, until the advance payment has been fully recovered.	N/A	% of the gross amount certified to the SC in interim payment certificates, until the advance payment has been fully recovered.
2.3.4	KCE and SC agreed that a Performance Bond would be N/A % of the Subcontract price	N/A	% of the Subcontract price



Contract:	Dorchester Hotel & Residences	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	If requested by Client
2.3.7	The SC confirmed and agreed that the cost of supplying the above bonds and warranties is included in their Subcontract price and that failure to provide them will result in interim payments being withheld.		
2.3.8	KCE and SC agreed that the following insurances are to be provided: Workmen's Compensation <input type="checkbox"/> S/C Plant & Equipment <input type="checkbox"/> S/C Professional Indemnity <input type="checkbox"/> S/C CAR / Third Party <input type="checkbox"/> Employer		
2.3.9	The SC agreed to provide copies of their up to date policies and confirmed that if any insurances expire during the currency of the Project, the Subcontractor is to provide evidence of renewal.		
2.4	Valuation & Payment		
2.4.1	KCE and SC agreed that valuations are to be submitted on: 30th of each month		
	KCE confirmed that payment would be made within <input type="checkbox"/> 15 days of receipt of the corresponding payment from the Employer		
2.4.2	KCE confirmed and the SC agreed that the retention percentage on the work is <input type="checkbox"/> 10 %		
2.4.3	The release of retention will take place in line with the conditions of the Main Contract which states that the first half will be released: 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 <input type="checkbox"/> 15 days of receipt of the corresponding payment from the Employer		



Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
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Item	Minute	Action by	Date			
2.4	Valuation & Payment continued					
2.4.6	If the SC fails to comply with the agreed programme (section 6) then Liquidated Damages / Penalties for the whole of the Works and any section, where applicable, will be applied in line with the amounts under the Main Contract.	See continuation page				
2.4.7	KCE and SC agreed that the Defect Liability Period would be: <table border="1"><tr><td>365</td><td>days</td><td>from date of Taking over certificate</td></tr></table>	365	days	from date of Taking over certificate		
365	days	from date of Taking over certificate				
	Further commercial terms were recorded in the continuation sheets: <input checked="" type="checkbox"/> Yes					
2.5	Conditions of Contract					
2.5.1	Main Contract Project Description: The completion of the building and finishes, including remedying and defects, for the plot 18 (Dorchester) project at Plot BB.B03.018					
2.5.2	Form of Contract: <table border="1"><tr><td>FIDIC Conditions of Contract for Construction (for Building & Eng. designed by Emp.), 1st Ed '99 (Red Book)</td></tr></table>	FIDIC Conditions of Contract for Construction (for Building & Eng. designed by Emp.), 1st Ed '99 (Red Book)				
FIDIC Conditions of Contract for Construction (for Building & Eng. designed by Emp.), 1st Ed '99 (Red Book)						
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: <table border="1"><tr><td>Minor Works Order</td></tr></table>	Minor Works Order				
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: <table border="1"><tr><td>Appendix 2 Clarification schedule</td></tr></table>	Appendix 2 Clarification schedule				
Appendix 2 Clarification schedule						
2.5.8	KCE and SC confirmed their responsibility for the provision of certain attendances / facilities by reviewing the K5 form. <table border="1"><tr><td>The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting</td></tr></table>	The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting				
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	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 responsibilities shall be as per the previous subcontract agreement.</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 responsibilities shall be as per the previous subcontract agreement.</p>		
3.3	The SC confirmed that his design, will be in accordance with the Tender and Main Contract documents and all design obligations shown and / or described therein are included.		
3.4	SC confirmed that it has sufficient and competent design resource available to deliver the above design responsibilities for this project.		
3.5	SC confirmed that his tender is fully compliant with all applicable Building Standards, Statutory Authority Regulations, Civil Defence and Municipality requirements etc.		
3.6	<p>SC confirmed that he has included for the provision of shop drawings:</p> <p>Yes</p>		
3.7	<p>SC agreed to provide all necessary as-built information and records:</p> <p>Yes</p>		
3.8	SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals:		
3.9	Yes		
	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	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>Senior Quantity Surveyor</td> <td>Saman Kulsooriya</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Title	Name	Project Manager	Chris McCann	Senior Quantity Surveyor	Saman Kulsooriya				
Title	Name										
Project Manager	Chris McCann										
Senior Quantity Surveyor	Saman Kulsooriya										
4.2	<p>KCE and SC agreed that the valuation of works on a daywork basis: <input type="checkbox"/> will not be permitted on this contract.</p> <p>If permissible KCE and SC agreed that the rules of 4.1 above would apply and the SC would submit comprehensive record sheets within 24 hours of the work being carried out.</p>										
4.3	The SC agreed to promptly advise KCE, in writing, of the impact that any instruction may have on the Subcontract works and to comply with the requirements of the Subcontract in all cases.										
4.4	Instructions issued by the Client / Consultants direct to the Subcontractor should not be acted on, unless relating to H&S matters. The SC agreed to notify KCE in writing about any instruction issued by the client.										
4.5	SC agreed to proceed with all instructions issued by the above named persons, including cases where the value has not been agreed.										
5.0	Technical Sufficiency										
5.1	<p>SC stated that its tender was technically fully compliant with the tender enquiry documents including but not limited to specifications, drawings, BOQ etc. and all applicable Building Standards / Statutory Authority Regulations, including Civil Defence and Municipality requirements etc. current at the date of its tender.</p> <p><input type="checkbox"/> Yes</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	Contract No:	201A22002
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Item	Minute	Action by	Date
5	Technical Sufficiency continued		
5.2	KCE and SC reviewed the KCE Trade Checklist: If yes, the following pertinent points were identified: None	N/A	
5.3	Further minutes were recorded in the continuation sheets: SC summarised what innovation, construction and material alternative options can be offered with potential cost savings: Not Applicable	No	
6.0	Programme		
6.1	KCE confirmed that the site working hours are: Sunday to Thursday 07.00 - 17.00 Friday 07.00 - 17.00 Saturday Closed If the SC wishes to work outside the above hours then permission must be requested / obtained from KCE's Project Manager in writing with 24 hours notice. Additional supervision / attendance cost incurred by KCE as a consequence will be charged to the SC's account.		
6.2	The SC confirmed that the Subcontract works will be carried out in accordance with the durations and sequence indicated in KCE programme reference: SC to complete works within the Main Contract Programme duration		
6.3	A copy of which has been enclosed within Appendix 4 SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same.	No N/A	



Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
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: 1 weeks from receipt of an LOI.		
6.6	SC confirmed that it would submit a resource histogram for labour & plant within: 1 weeks from receipt of an LOI.		
6.7	SC confirmed that it would submit procurement / submittal / shop drawing / information release schedules within: 1 weeks 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: KCE direct works, 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.		



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



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences	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:		
	Day Daily Time 07:00		
	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 TBA Qualifications TBA <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 once a week 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.		

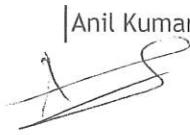


Contract:	Dorchester Hotel & Residences	Contract No:	201A22002
Item	Minute	Action by	Date
8.11	KCE confirmed that the OSP19 Disciplinary Action Procedure for safety violations would be incorporated into the Subcontract. Any fines will be deducted from interim payments due to the SC.		
8.12	<p>KCE explained the key details of the project safety plan as outlined below and the SC confirmed its understanding:</p> <p>Full copies of the HSE Plan, policies and procedures are available on site for inspection / review.</p>		
8.13	KCE explained the key details of its Sustainability's policy and confirmed its commitments to a sustainable construction.		
8.14	<p>SC confirmed its commitment to sustainability in line with KCE's policy and outlined some of the sustainability initiatives it was currently undertaking:</p> <p>Yes</p>		
8.15	SC agreed to comply with KCE's Quality plan and QA procedures currently in force, a copy of which is available on site for the SC to review.		
8.16	SC agreed to provide compliance certificates for all workmanship, materials, plant & equipment supplied for the Project and agreed to provide an inspection & test plan prior to commencing the works on site, to which the plan relates.		
9.0	Further Matters		
9.1	<p>Further matters raised by KCE / SC are recorded on the continuation sheets attached.</p> <p>Yes</p>		
10.0	Intention to Subcontract		
10.1	<p>KCE having considered the SC tender and the SC representations during this meeting advised that the following option as described below will be taken:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Option 1: KCE stated that other Subcontract tenders are under consideration and will contact the SC in the near future. <input checked="" type="checkbox"/> Option 2: KCE stated its intention to proceed to complete a Subcontract agreement. <input type="checkbox"/> Option 3: KCE requested that the SC provide further and better particulars as identified in these minutes to enable evaluation of the SC tender to be completed. <input type="checkbox"/> Option 4: KCE will not proceed further on this occasion. 		



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences	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	Yes Yes 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): Anil Kumar Signature: 	Date: 17.06.22	
11.3	Signed for SC: Name (print): Signature:	Date:	
12.0	Attachments		
12.1	No. of continuation pages	One	
12.2	Appendix 1 - Relevant Correspondence	Yes	
12.3	Appendix 2 - Tender Clarification Schedule / hand marked copy of SC tender	Yes	
12.4	Appendix 3 - K05 Summary of Attendances	Yes	
12.5	Appendix 4 - Programme of Works BILL OF QUANTITIES	Yes	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
	Continuation Sheets		
2.4.6	<p>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.</p> <p>General:</p> <ol style="list-style-type: none"> 1 The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements 2 KCE advised that storage space on site is restricted and so all materials are to be delivered on a 'just in time' basis. Materials are to be delivered in sequence and are to be lifted & fixed directly into place upon delivery. 3 KCE will provide craneage in accordance with its site logistics plan or other such arrangement to off-load & move materials. The SC's representative is to attend daily crane co-ordination meetings with KCE to agree crane usage / timings for the following days. Notwithstanding that KCE may provide the craneage in accordance with the K05 and SC is responsible for submission of lifting plans, Risk Assessments Method Statements for KCE's approval. 4 The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works 5 The SC confirmed it has allowed for all costs associated with reduced working hours and / or changes in shift patterns during the Holy Month of Ramadan, 'summertime working' restrictions, night shifts & public holidays etc 6 There will only be one site induction per day, should the SC require additional inductions additional costs will be incurred and charged to the SC 		





APPENDIX 1
SCHEDULE OF RELEVANT CORRESPONDENCE



KHANSAHEB CIVIL ENGINEERING LLC

SUBCONTRACTOR'S POST TENDER REVIEW MEETING

APPENDIX 1

SCHEDULE OF RELEVANT CORRESPONDENCE

Al Hayat Fiberglass Ind LLC

No.	Subject	Reference	Date
1.0	Dorchester- Requested for balance work BOQ & dwgs	KCE (Anil) email at 11:08 am (Enquiry)	12.05.22
2.0	Al Hayat Quote Submission	Hayat (Muneer) email, 11:25 am (Quotation ref AHF/QTN/1423/06/22)	03.06.22
3.0	Post Tender Review Minutes of Meeting	KCE Letter Ref. 201A22002/K100/KD/SK/0066	17.06.22



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING
TENDER CLARIFICATION SCHEDULE

APPENDIX 2

Ref	Subcontractors Quotation Reference AHF/QTN/1423/06/22	KCE Response dated 13.06.22	Final Agreement dated 13.06.22
1.0	All utilities Such as electricity, Water, Crane, Scaffolding etc. are to be provided from yours end.	Refer to K05.	Agreed & closed
2.0	Our Material is to be offloaded at the right place by the client.	Refer to K05.	Agreed & closed
3.0	Surface preparation to be provided and surface should be rough to start the work.	SC agreed to conduct a preliminary survey and verify the surface prior to commencing the work. SC to advise KCE if the surface is not as per requirement for the GRP application. Rectification of pin holes and minor cracks to be done by SC.	Agreed & closed
4.0	Storage Facility should be provided at site.	Refer to K05.	Agreed & closed
5.0	All actual measurement on site shall be taken before the final invoice	KCE informed SC that the offer is based on a lumpsum price and so the actual site measurements will not be considered unless there are changes in the drawings.	Agreed & closed
6.0	Suitable for potable drinking water	Refer to K05.	Agreed & closed
7.0	Warranty: - 10 Years	KCE informed SC that the warranty requirements should comply with the specifications issued under the previous subcontract.	Agreed & closed
8.0	Payment Terms: - 50 % Advance payment is to be paid when the materials are delivered. - 50% is to be paid immediate after the completion of work	Refer to PTR Meeting Minutes.	Agreed & closed
9.0	Materials would be delivered within 1-2 weeks after LPO is received Lamination would be started within 1-2 weeks & after advance payment is received, Surface preparation is to be completed to commence the work.	No advance payment, SC agreed to proceed with the works immediately.	Agreed & closed
Clarifications pertaining to previous subcontract			
1.0	the completion of all remaining GRP Lining Works required to complete the Project in compliance with the scope of Subcontract Works set out as per Previous Subcontract ref 17001DH/SCA/D&B/35-1-1-ALH dated 20.05.21, the Specifications, Drawings & other contract documents.	Agreed	Agreed & closed
2.0	the making good of all non-conformances, snags, defects and the like whether relating to Subcontract Works executed under the Previous Subcontract and / or the Letter of Intent and / or Subcontract Agreement to be issued by KCE.	Agreed	Agreed & closed





APPENDIX 3
K05 SUMMARY OF ATTENDANCES & FACILITIES

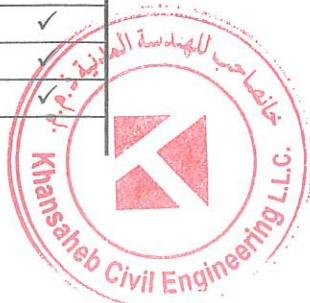


APPENDIX - 3: SUMMARY OF ATTENDANCES & FACILITIES

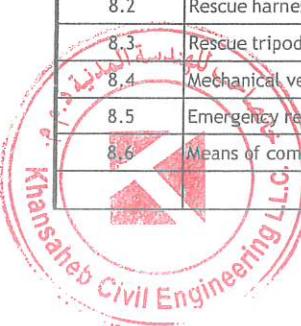
K05

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 to be provided.	✓	<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) including distribution sub boards, leads & lamps.	<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) including hose, taps and valves etc	<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 (1 at each room)	✓	<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 on ground floor. Hazardous containers to be empty.	<input type="checkbox"/>	✓
3.6	Segregation of waste in to the designated waste skip including all the horizontal and vertical movement	<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.	✓	<input type="checkbox"/>
3.9	Provision of personal protective equipment (<i>KCE Gloves & Eye protect Policy</i>)	<input type="checkbox"/>	✓
3.10	Provision of samples & mock ups	<input type="checkbox"/>	✓
3.11	Testing / commissioning (where applicable to SC Works)	<input type="checkbox"/>	✓
3.12	Cleaning & housekeeping labour- dedicated team for daily regular progressive clean-up	<input type="checkbox"/>	✓
3.13	Final clean of Subcontract Works	<input type="checkbox"/>	✓
3.14	Temporary works (if applicable)	<input type="checkbox"/>	✓



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



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

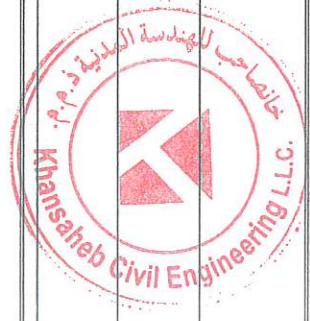




APPENDIX 4
BOQ



Item	Description	Qty.	Unit	Rate	Amount (Dhs.)	WORKS COMPLETED			BALANCE WORKS		
						% complete	Qty. complete	Amount (Dhs.)	% Balance	Qty. Balance	Amount (Dhs.)
	<u>GRP LINING SYSTEM, GRP WATER TANK AND GRP MISCELLANEOUS ITEMS</u>										
	<u>GRP LINING SYSTEM</u>										
	<u>Supply and Application of 7mm GRP Lining System to Water Tank/ Sump/ Drainage Chamber, including all the required construction joint treatment, angle fillets, grooves, all in accordance with the Drawings and Specifications.</u>										
	<u>WATER TANKS</u>										
A	To Floors	298.00	m ²	102.00	30,396.00	90.60%	270.00	27,540.00	9.40%	28.00	2,856.00
B	To Walls	1799.00	m ²	102.00	183,498.00	88.16%	1586.00	161,772.00	11.84%	213.00	21,726.00
C	To Ceilings	298.00	m ²	102.00	30,396.00	90.60%	270.00	27,540.00	9.40%	28.00	2,856.00
	<u>SUMP PITS / MAN HOLES / DRAINAGE</u>										
D	To Floors	429.00	m ²	120.00	51,480.00	63.05%	270.48	32,458.09	36.95%	158.52	19,021.91
E	To Walls	843.00	m ²	120.00	101,160.00	63.05%	531.51	63,781.28	36.95%	311.49	37,378.72
F	To Ceilings	428.00	m ²	120.00	51,360.00	63.05%	269.85	32,382.43	36.95%	158.15	18,977.57
	To Collection Dhs.				448,290.00			345,474.00			102,816.00



PLOT-18

BILL OF QUANTITIES

BILL :- DESIGN AND BUILD OF GRP LINING SYSTEM, GRP WATER TANK AND GRP MISCELLANEOUS ITEMS



PLOT-18

BILL OF QUANTITIES

BILL :- DESIGN AND BUILD OF GRP LINING SYSTEM, GRP WATER TANK AND GRP MISCELLANEOUS ITEMS



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.

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

