

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. 201A22002/67
PROJECT NAME: Dorchester Hotel & Residences (Completion Works)

Smart Roof Shade Systems L.L.C.

P.O. Box 94400

Dubai, U.A.E.

Tel: 04 2675994

Fax:

CONTRACT NO. : 201A22002

SITE CONTACT : Mr. Chris McCann

SITE TEL. NO. : 050 5873058

DATE : 29th March 2023

OUR REF. : AS/CM/KBD/ARM/201A22002/67

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

Design (to the extent described in the Main Contract), procure, fabricate, supply, deliver, offload, handle, distribute, install, protect, test, commission, maintain and guarantee Retractable Pergola System 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. 400,000.00 (Dirhams Four Hundred Thousand 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. SRS quotation ref. SRS-HC-082-2023-R2 dated 16.03.2023 (2 pages).
2. KCE letter ref. 201A22002/K100/SD/qa/0310 dated 09.01.2023 (68 pages).
3. Subcontract: General Terms and Conditions (2 pages).

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

PAYMENT TERMS

As detailed within the attached Subcontract documents.

PARTICULARS OF MAIN CONTRACT:

MAIN CONTRACTOR

: Khansaheb Civil Engineering LLC

EMPLOYER

: Sky Palace Real Estate Developments LLC

EMPLOYER'S REPRESENTATIVE

: Omniyat Concept Investments LLC

FORM OF MAIN CONTRACT

: FIDIC 1st Edition 1999

DEFECTS LIABILITY PERIOD

: As Main Contract

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

Eirian Morris/Steve Flint
Commercial Director/Managing Director



Tariq Hussain Khansaheb/

Amer Abdulaziz Khansaheb/Maher Khansaheb

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SMART ROOF SHADE SYSTEMS LLC

QUOTATION FOR RETRACTABLE PERGOLA SYSTEMS		
Customer Name:	Mr. Sreejith.	Ref No: SRS-HC-082-2023-R2
Company Name:	M/S Khansaheb LLC	Date: March 16 th , 2023
Project Name:	Retractable Shades over Dorchester project- Level 10	
Mobile No.	+971 50 744 6732	
Email:	sreejith.thodikayil@khansaheb.ae	

Dear Mr. Sreejith,

Please find below our offer for Supply & Installation of Retractable Pergola systems based on your inquiry as follows:

S. NO	DESCRIPTION	Total AED
1.1	Supply & Installation of: <ul style="list-style-type: none"> TECTONA Motorized Pergola with Aluminum guide rails, fabric profiles, with special connection brackets & all component fittings fixed on existing steel structure at Zero-degree slope & extra waves on the fabric – 5 Years Warranty WAVE RX 80/17 Motors, WINDTEC Wind Sensor, RUGIADA Rain sensor wireless with transmitter by Cherubini, Made in Italy – 5 Years Warranty SOLTIS W96 8102 WHITE waterproof fabric by SERGE FERRARI Made in France – 10-year limited Warranty fixed on RAL 9010 WHITE powder coating finish on our Pergola structure. Size: 4.0mtr Width x 7.70mtr Projection x 4 no's Size: 2.6mtr Width x 7.70mtr Projection x 2 no's Fixed Pergola shades are considered between columns around the edges.	402,612.93
	Discount	(2,612.93)
		400,000.00
		(Order Value)
	5% VAT will be applicable as per UAE LAW	20,130.64
	Total: AED Four Hundred Twenty-Two Thousand Seven Hundred Forty-Three & 57/100 only	422,743.57

General Notes:

- Any variation in size, specification & quantity from our above quote will induce price revision. → *Noted*.
- Clear area for erection will have to be provided by client. → *Agreed*

Client Scope of Works: We require the following facilities at site as follows,

- Wire distribution from the Main Power supply to Motors & Waterproof 13Amp Switch Box sockets for Motor & Light should be provided by the client. → *Noted, Sc to Coordinate*
- Cranage, hoisting and scaffolding for lifting of our materials to the Installation area.
- Uninterrupted Electricity and water → *Refer KOS Form*

KMEP.
→ *Agreed*

Transfer of Funds to:

Bank Name: RAKBANK

Account Name: Smart Roof Shade Systems LLC

A/c No: 0332931807001

IBAN No: AE270400000332931807001

Branch: Umm Hurair - Dubai

Swift Code: NRAKAEAK

📍 Umm Hurair - Dubai - UAE

📞 +971 4 2675994, +971 50 436 5004

✉️ P.O. Box - 94400

✉️ info@smartroofshades.com

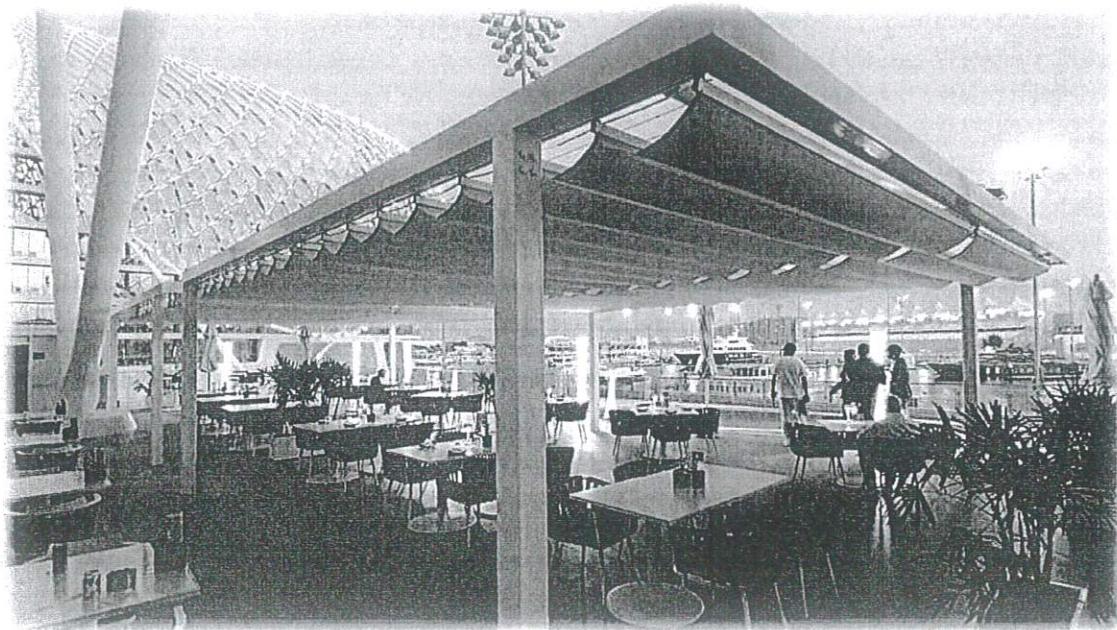
🌐 www.smartroofshades.com





SMART ROOF SHADE SYSTEMS LLC

RETRACTABLE PERGOLA SYSTEM



Scope Exclusions:

1. Municipality, civil defense, and all local authority's approval. → Noted, Agreed.
2. Community Gate Passes / NOC → Agreed

Schedule & Delivery of Work: To be discussed. → 14 Weeks, Refer details in k07
Continuation Sheet.

Payment Terms:

- 50% Advance on confirmation. (Refer k07 also.)
- 40% upon submission of Bill of Lading.
- 10% upon final installation, testing & commissioning of the Motors and before handing over the accessories.

Our offer is based upon the dimensions and details as per the given drawing. If the details, design, dimension, specification, quantities, or type of material changes, we reserve the right to revise our price.

Thanks & regards,
Harish Chainani

050 4365004



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Ref: 201A22002/K100/KD/qa/0310

9th January 2023

Smart Roof Shade Systems LLC
P.O. Box 94400
Dubai
United Arab Emirates

Email. sales@smartroofshades.com; info@smartroofshades.com

Attn; Mr. Harish Chainani, Manager

Dear Sir,

Dorchester Hotel & Residences
Supply fabrication & installation of Retractable Pergola Systems - Post Tender Meeting

Further to the meetings held at our site offices on 20th March 2023, we enclose herewith for your information and further action the following.

- | | |
|--------------------------------|------------|
| 1. Minutes of Kick off meeting | (13 pages) |
| 2. Relevant Correspondence | (46 pages) |
| 3. Clarification Schedule | (02 pages) |
| 4. K5 Summary of Requirements | (03 pages) |

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

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

Thank you for your attention.

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


Chris McCann
Senior Project Manager



KHANSAHEB CIVIL ENGINEERING LLC
SUBCONTRACTOR'S POST TENDER REVIEW MEETING

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Subcontractor (SC):	Smart Roof Shade Systems LLC	Meeting Date:	20.03.2023
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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 Retractable Pergola systems.

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name:	Smart Roof Shade Systems LLC	Name:	Khansaheb Civil Engineering LLC
Address:	P.O. Box 94400 Dubai, UAE	Address:	P.O.Box 2716 Dubai, UAE
Tel No.	04 267 5994	Tel No.	04 605 7200

NAME (SC)		DESIGNATION	NAME (KCE)	DESIGNATION
Present:	Harish Chainani	Manager	Present: Kevin Davies Mithun Shihab Chandratil Sreejith Mala Thodikayil Shiva Kumaran	Commercial Manager Quantity Surveyor Sr. Design Coordinator Design Coordinator Site Agent

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:	Harish Chainani
Position:	Manager
Mobile No:	050 436 5004
Email:	sales@smartroofshades.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 issued by OME [Sonali] email 12:57pm Dated: 01.02.2023</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 16.03.23 remained valid until	SRS-HC-082-2023-R2 16.04.23	
2.2.2	SC confirmed its tender price as:	AED 400,000.00	
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 Defects Liability Certificate by Employer	
2.2.5	SC confirmed that after discount its final offer is:	AED 400,000.00	
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.	50%	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.	50%	
2.3.4	KCE and SC agreed that a Performance Bond would be % of the Subcontract price	10%	See continuation page



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
2.3	Insurance, Bonds & Warranties continued		
2.3.5	SC confirmed that their tender included the provision of all warranties and guarantees required by the tender document and to satisfy the Employer's Requirements. Where a warranty or guarantee for a particular item is not clear from the tender documentation, the SC agreed to obtain the maximum warranty / guarantee available from the specified suppliers.		
2.3.6	SC agreed to provide a Collateral Warranty if required	Yes	
2.3.7	The SC confirmed and agreed that the cost of supplying the above bonds and warranties is included in their Subcontract price and that failure to provide them will result in interim payments being withheld.		
2.3.8	KCE and SC agreed that the following insurances are to be provided: Workmen's Compensation <input type="checkbox"/> S/C Plant & Equipment <input checked="" type="checkbox"/> S/C Professional Indemnity <input type="checkbox"/> N/A CAR / Third Party <input type="checkbox"/> Employer		
2.3.9	The SC agreed to provide copies of their up to date policies and confirmed that if any insurances expire during the currency of the Project, the Subcontractor is to provide evidence of renewal.		
2.4	Valuation & Payment		
2.4.1	KCE and SC agreed that valuations are to be submitted on: 30th of each month		
	KCE confirmed that payment would be made within <input type="checkbox"/> 30 days from the month end in which the SC's invoice was submitted		Applicable for 3rd Payment
2.4.2	KCE confirmed and the SC agreed that the retention percentage on the work is <input type="checkbox"/> 5 %		See Continuation sheet
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: N/A		
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, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date			
2.4	Valuation & Payment continued					
2.4.6	If the SC fails to comply with the agreed programme (section 6) then Liquidated Damages / Penalties for the whole of the Works and any section, where applicable, will be applied. in line with the amounts under the Main Contract.	See Continuation sheet				
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: 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)	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: <table border="1"><tr><td>Appendix 2 hand amended copy of SC quotation</td></tr></table>	Appendix 2 hand amended copy of SC quotation				
Appendix 2 hand amended copy of SC quotation						
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, 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 to complete the extent of Subcontract works</p>		
3.2	<p>The following temporary works design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>Design to complete the extent of Subcontract works</p>		
3.3	The SC confirmed that his design, will be in accordance with the Tender and Main Contract documents and all design obligations shown and / or described therein are included.		
3.4	SC confirmed that it has sufficient and competent design resource available to deliver the above design responsibilities for this project.		
3.5	SC confirmed that his tender is fully compliant with all applicable Building Standards, Statutory Authority Regulations, Civil Defence and Municipality requirements etc.		
3.6	<p>SC confirmed that he has included for the provision of shop drawings:</p> <p>Yes</p>		
3.7	<p>SC agreed to provide all necessary as-built information and records:</p> <p>Yes</p>		
3.8	SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals:		
3.9	SC confirmed and KCE agreed that for the purposes of payment, unless the as-built details / O & M manuals and any other close out documentation to be provided by the SC are in compliance with the Subcontract, that KCE may withhold payments.		



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



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	
	<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	
5.3			
6.0	Programme		
6.1	<p>KCE confirmed that the site working hours are:</p> <p>Sunday to Thursday 7am - 5pm</p> <p>Friday 7am - 5pm</p> <p>Saturday Closed</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>	<p>Monday to Friday</p> <p>Saturday</p> <p>Sunday</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>See continuation page</p>		
	<p>A copy of which has been enclosed within Appendix 4</p>	Yes	
6.3	<p>SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same.</p>	Yes	N/A



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
6.0	Programme continued		
6.4	SC confirmed that it was fully able to resource the works, including all necessary management, supervision, labour and plant in order to meet the requirements of the project and programme.		
6.5	SC confirmed that it would submit a detailed programme for approval within: 7 days from receipt of an LOI.		
6.6	SC confirmed that it would submit a resource histogram for labour & plant within: 7 days from receipt of an LOI.		
6.7	SC confirmed that it would submit procurement / submittal / shop drawing / information release schedules within: 7 days from receipt of an LOI. SC is to ensure that all schedules are comprehensive and that information is requested / submitted in time to meet the requirements of the above referenced programme.		
6.8	SC confirmed that it would commence the production of shop / design drawings on receipt of the IFC drawings from KCE.		
6.9	SC agreed to provide a comprehensive schedule of long lead items for KCE's review including all documentation to evidence that all suppliers / manufacturers are working toward the agreed programme dates:		
6.10	Yes	See Continuation sheet	
6.11	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: Structural steel works to Canopy, MEP works & all adjacent finishing works		
6.12	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.		
6.13	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.		
	KCE stated that from time to time the Project Manager may amend the programme. The SC acknowledged this and confirmed that it would comply with any amendment.		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
7.0	Management of the Subcontract Works		
7.1	SC confirmed that it would provide full time competent supervision whilst the Subcontract works are ongoing and the level of supervision would be commensurate with the extent of the SC's works. SC also agreed that CV's of proposed supervisor(s) would be provided 1 week from award for KCE's review and approval.		
7.2	SC agreed that if the number of supervisors is inadequate and / or the knowledge, capability and experience of those supervisors is not to KCE's satisfaction, then the SC will be given the opportunity to resolve this within a set timeframe. Should the SC fail to take the appropriate action then KCE shall take whatever measures are necessary to ensure the safe and timely delivery of the works. Any additional costs, charges or expenses incurred by KCE as a consequence will be charged to the Subcontractor's account.		
7.3	The SC agreed to attend regular progress / co-ordination meetings at the request of KCE and the SC agreed to prepare a progress report prior to each meeting detailing the status of both on and off site activities.		
7.4	SC agreed to submit its proposed organisation chart for the project.		
8.0	Safety, Quality & Environmental		
8.1	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 polices etc. would also be applied to its subcontractors: N/A		
8.2	SC confirmed that its labour for this project would be supplied by: <input type="checkbox"/> Direct 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>7 am</td></tr></table>	Day	Daily	Time	7 am		
Day	Daily	Time	7 am				
	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" value="TBA"/> Qualifications <input type="text" value="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 <input type="text" value="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
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
Item	Minute	Action by	Date
10.2	KCE stated that in the event of a Subcontract award a Letter of Intent (LOI) would be issued. The SC agreed to proceed on this basis whilst the formal Subcontract Agreement was being collated.		
10.3	<p>KCE confirmed the list of documentation appropriate for incorporation into the formal Subcontract order in the event of award is:</p> <p>As listed in Appendix 1 of these minutes</p> <p>These minutes and attachments</p> <p>Any further documents issued from the date of these minutes until placement of order</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	
11.0	Statement of Agreement		
11.1	These minutes together with the below referenced attachments are issued 'subject to contract' but are agreed and accepted to be a complete and accurate record of discussions and as such may form part of a future Subcontract agreement and then be binding on the parties. In the event that they are not issued immediately after the meeting, the SC is requested to return them to KCE within 5 calendar days of receipt having previously raised and agreed with KCE's representative below any matter that will reasonably require amendment.		
11.2	<p>Signed for Khansaheb:</p> <p>Name (print): Mithun</p> <p>Signature: </p>	<p>Date: 21.03.23</p>	
11.3	<p>Signed for SC:</p> <p>Name (print): DAFNU</p> <p>Signature: </p>	<p>Date: 27/03/2023</p>	
12.0	Attachments		
12.1	No. of continuation pages	<input type="text" value="1"/>	
12.2	Appendix 1 - Relevant Correspondence	<input type="checkbox"/> Yes	
12.3	Appendix 2 - Tender Clarification Schedule / hand marked copy of SC tender	<input type="checkbox"/> Yes	
12.4	Appendix 3 - K05 Summary of Attendances	<input type="checkbox"/> Yes	
12.5	Appendix 4 - Programme of Works	<input type="checkbox"/> No	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
	Continuation Sheets		
2.3.2	SC to submit security cheque with KCE cover letter in lieu of advance payment bond (value AED 200,000.00).		
2.3.4	SC to submit performance security cheque with KCE cover letter in lieu of performance bond (value AED 40,000.00).		
2.4	Valuation & Payment; a. 50% Advance payment, AED 200,000.00. b. 30% upon submission of Bill of Lading, AED 120,000.00. c. 20% upon final installation, testing & commissioning and Engineers Approval.		
2.4.2	5% Retention would be Applicable from 2nd Payment onwards (till the Cumulative amount).		
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.		
6.2	Agreed 14weeks programme, detailed as below; a. Minor works Order will be issued within 1week. b. 1week for Engineering, submissions etc & 1week for Consultant Approval. c. 4weeks for Factory fabrication & 4 weeks for delivery. d. 3weeks for installation.		
6.9	Long lead item; 8weeks for fabrication & delivery.		
	General:		
1	The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements		
2	KCE advised that storage space on site if 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



SCHEDULE OF RELEVANT CORRESPONDENCE

Smart Roof Shade Systems LLC

No.	Subject	Reference	Date
1.0	Enquiry for Retractable Pergola to Canopy	OME email (Sonali) 12:57 - enclosed Canopy design Level 10 (20 pages)	01.02.23
2.0	Same as above	KCE email (Shihab)10:56 - enclosed Retractable Shade sketch	10.03.23
3.0	Smart Roof Queries & OME responses	Smart roof email (Harish) 12:35 pm & OME email (Tiago) 14:47	10.03.23
4.0	OME comments	KCE email (Sreejith)16:21 - enclosed, OME email (Sonali) 15:32 & Smart Roof Quote ref. SRS-HC-082-2023 dated 13.03.23	13.03.23
5.0	Material approval for RAL Colour	KCE email (Sreejith) 08:43 - enclosed; Material Approval ref. KCE-AX-SA-L10-00071 & 00072 dated 07.03.23 Smart Roof email (Harish) 11:57pm	14.03.23
6.0	Cost confirmation based on RAL colour	Smart Roof email (Harish) 17:36	14.03.23
7.0	Subcontractor Quotation	Smart Roof email (Harish) 15:26 - enclosed; Quote ref. SRS-HC-082-2023-R2	16.03.23
8.0	PTR Meeting Minutes	PTR Meeting Minutes letter Ref. 201A22002/K100/KD/qa/0310	21.03.23



Subject: FW: Canopy Design
Attachments: 230102_CanopyDesign.pdf

From: Sonali A Dasharathakar <sonali.dasharathakar@omniyat.com>

Sent: Wednesday, February 1, 2023 12:57 PM

To: info@smartroofshades.com

Cc: Timothy Oman <timothy.oman@omniyat.com>; Mala Thodikayil Sreejith <sreejith.thodikayil@khansaheb.ae>

Subject: Canopy Design

Hi Harish,

Find attached the drawings, please reach out to me incase of any clarifications.

You can visit the site tomorrow. Its at Marasi Dr, Business Bay – you can put Dorchester(the Lana) in your maps that should guide you. Let me know in advance what time you will be reaching as well.

Thanks & Regards,



Sonali Dasharathakar

Design Co-ordinator

M +971 56 422 7395 T +971 4 511 5000 D +971 4 511 5445

Email: sonali.dasharathakar@omniyat.com



This email and any attached files are confidential. If you are not the intended recipient you must not copy, distribute or use this email or the information contained in it for any purpose other than to notify us of the receipt thereof. If you have received this message in error, please notify the sender immediately, and delete this email from your system. This email does not create (or vary) a binding contractual commitment in the absence of a corresponding written agreement signed by an authorized signatory of the applicable Omniyat legal entity.



Foster + Partners

The Lana by Omniyat, Business Bay
Canopy Design, Level 10

02nd January 2023

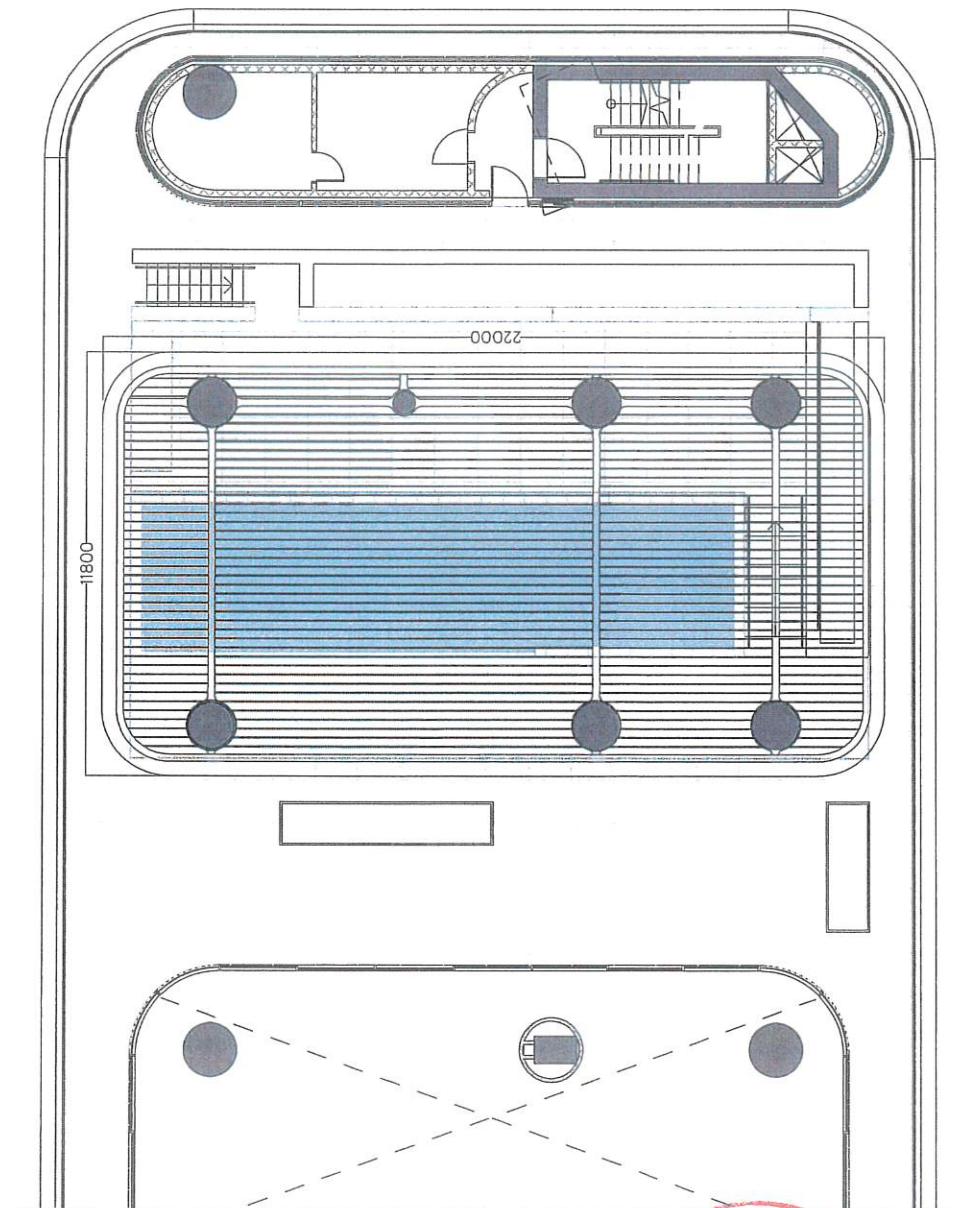


Schematic Drawings

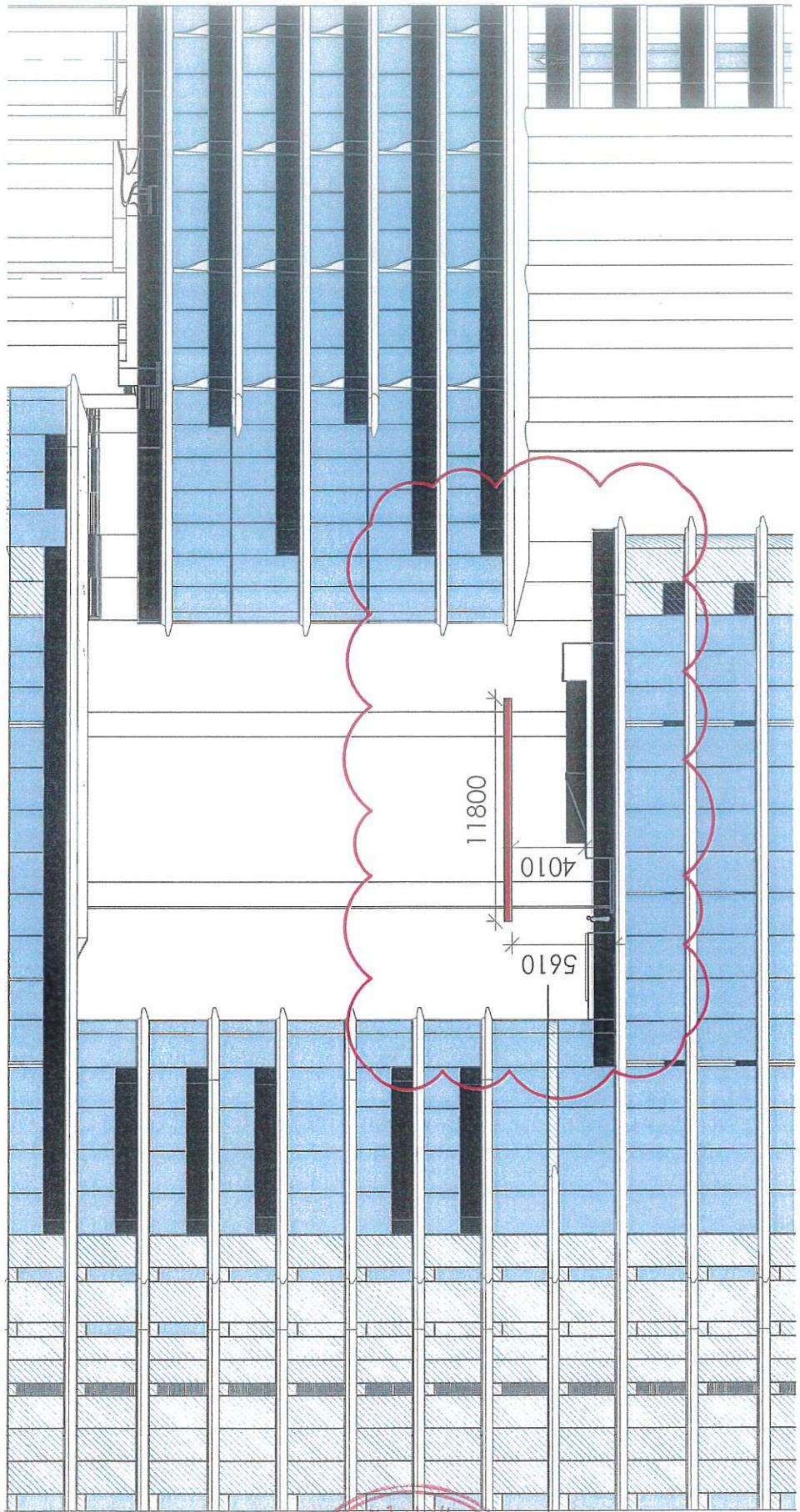


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Plan



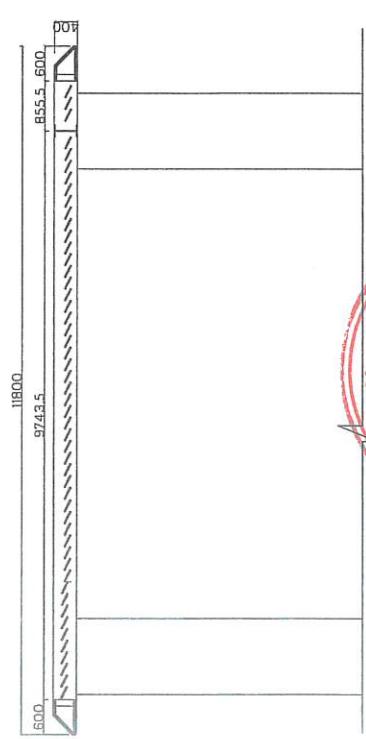
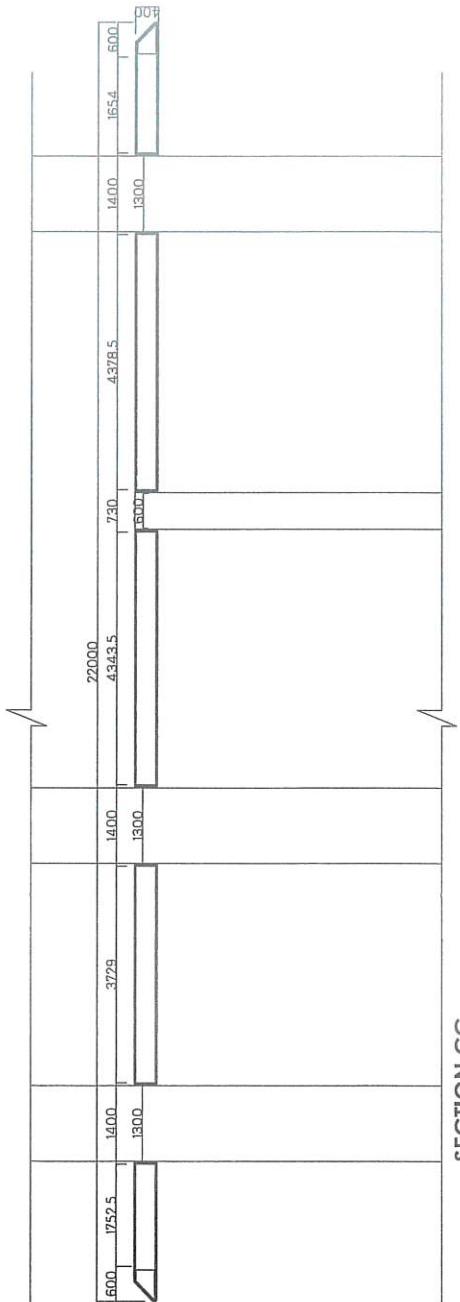
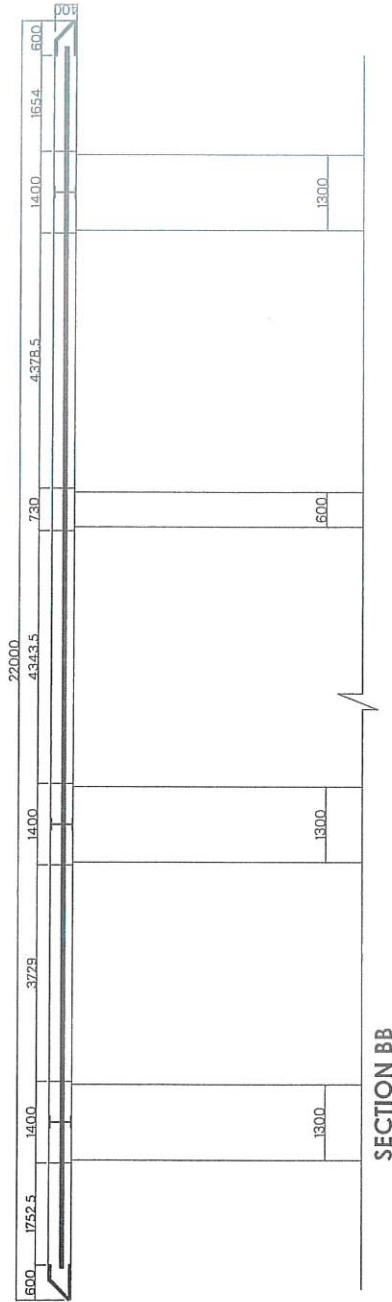
Elevation



LEVEL 10 COME LEVEL 10
EFL +45 700
49 300

Foster + Partners

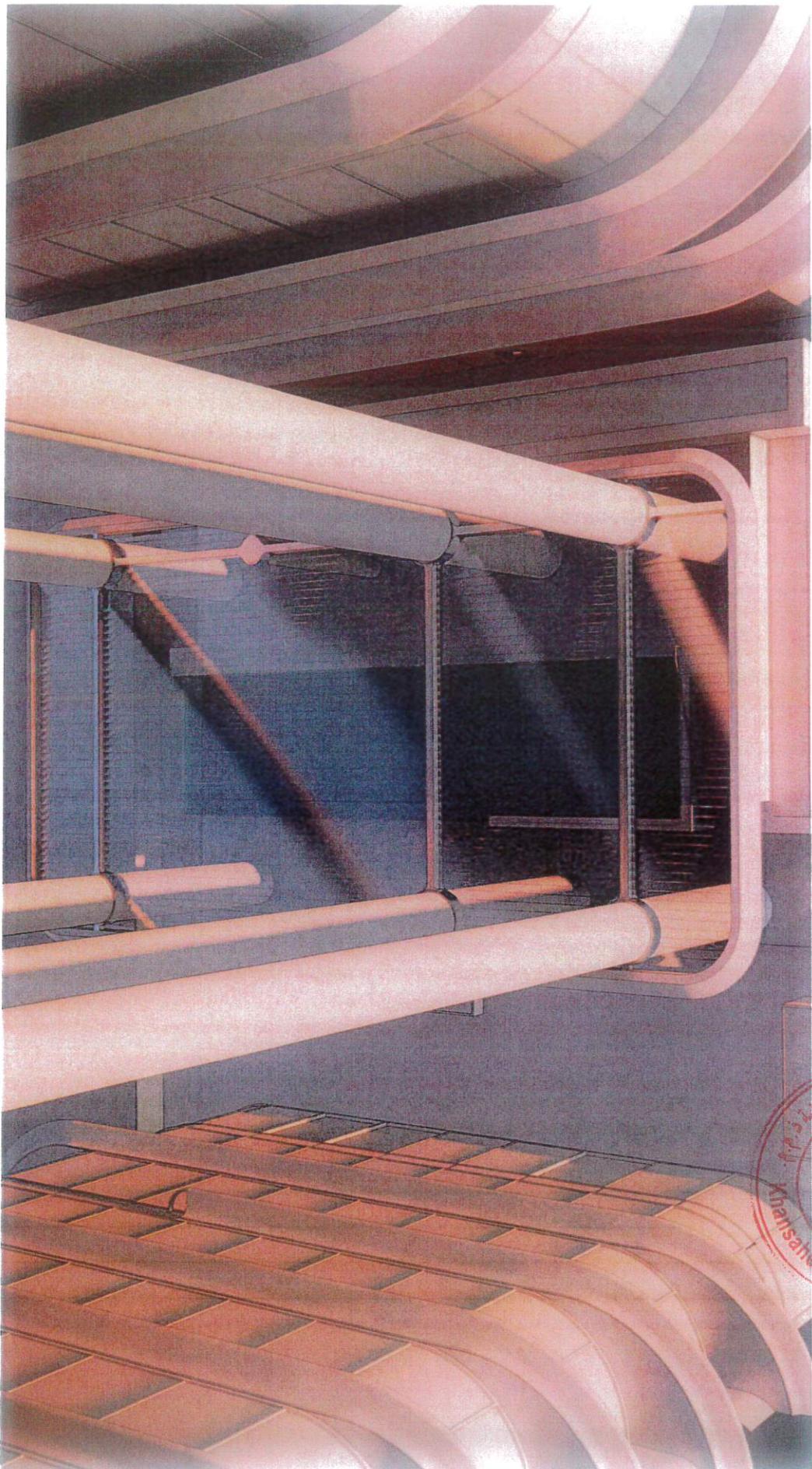
Schematic Sections



Renders



Foster + Partners

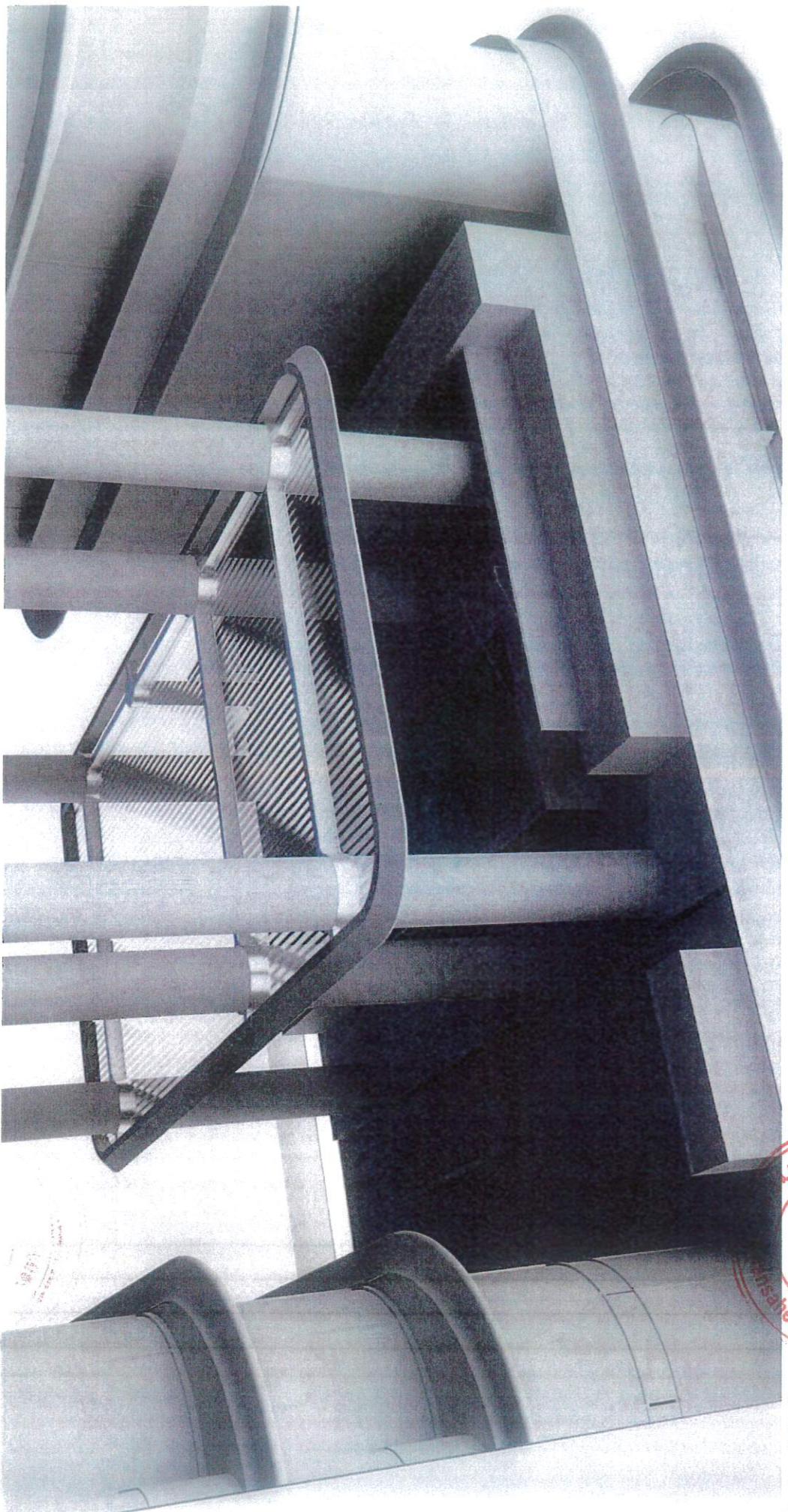


Foster + Partners



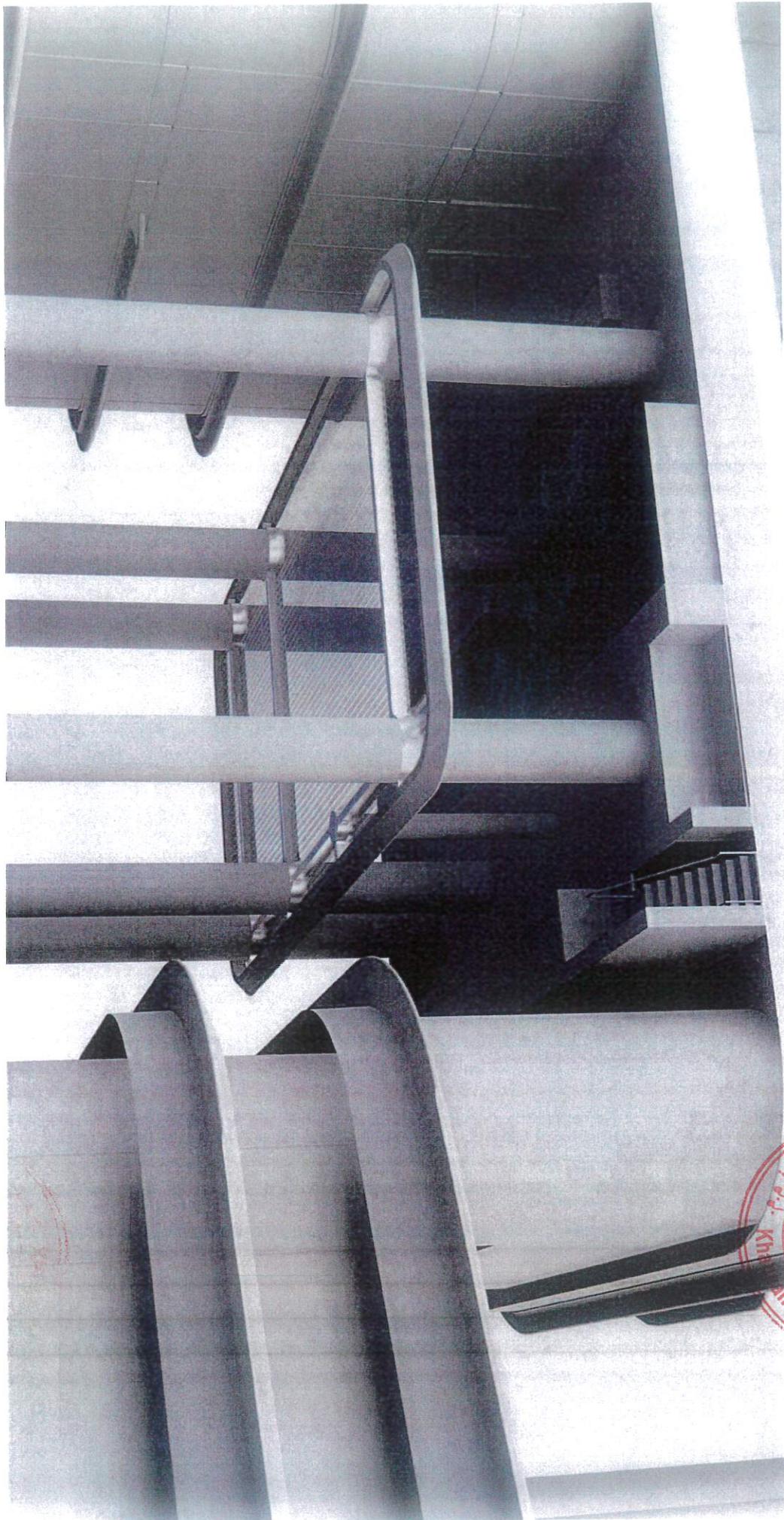


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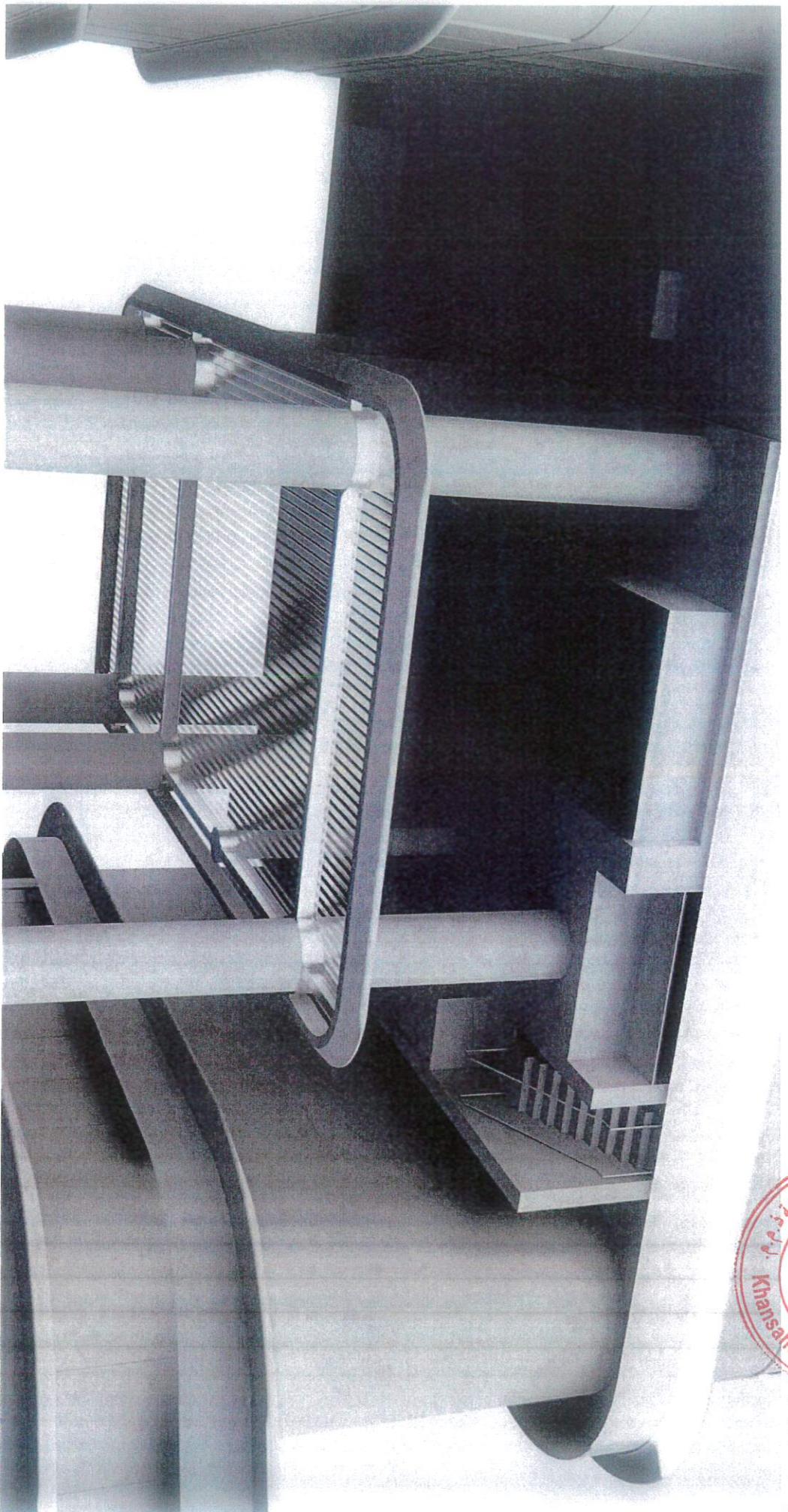




المنطقة الحضرية لـ كثاب

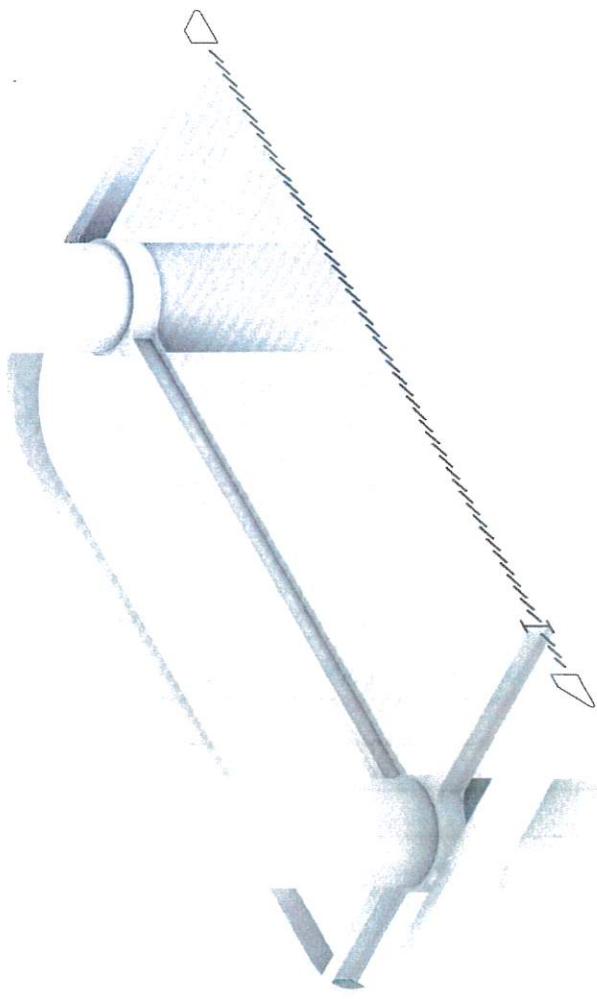


Foster + Partners



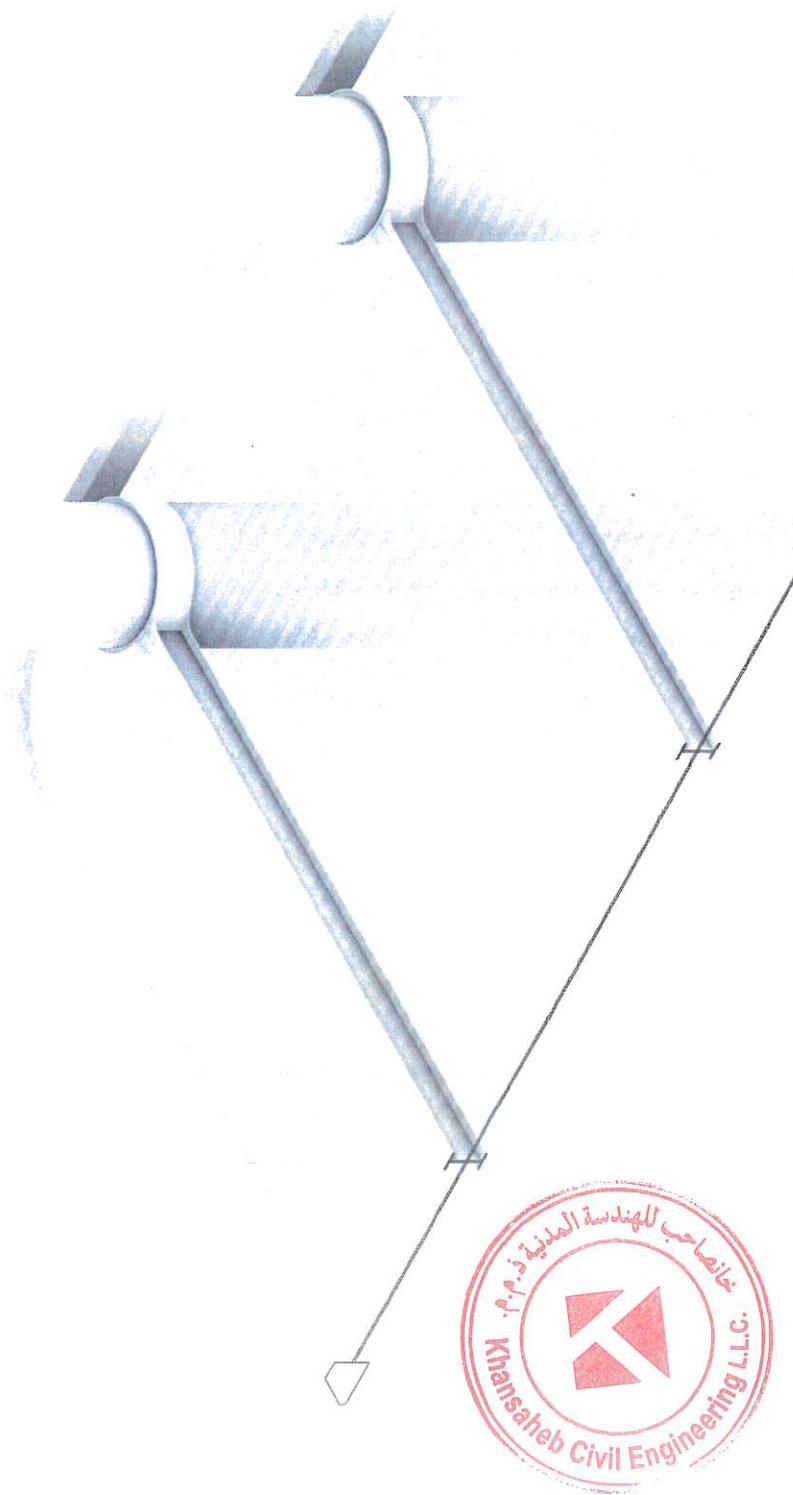
Foster + Partners

Model Shots
Sectional Perspective



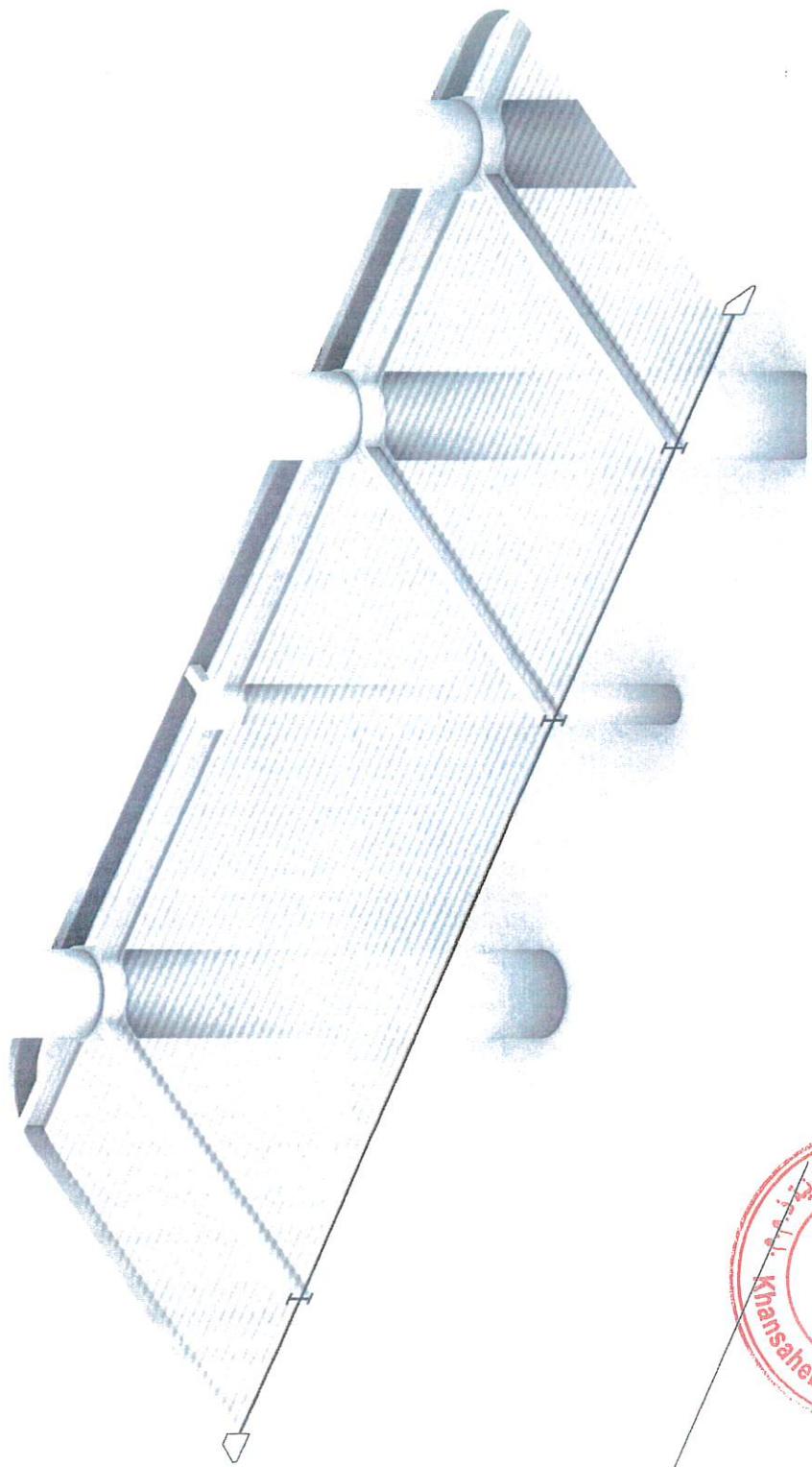
Foster + Partners

Model Shots
Sectional Perspective



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Model Shots
Sectional Perspective



Foster + Partners

Privacy Study



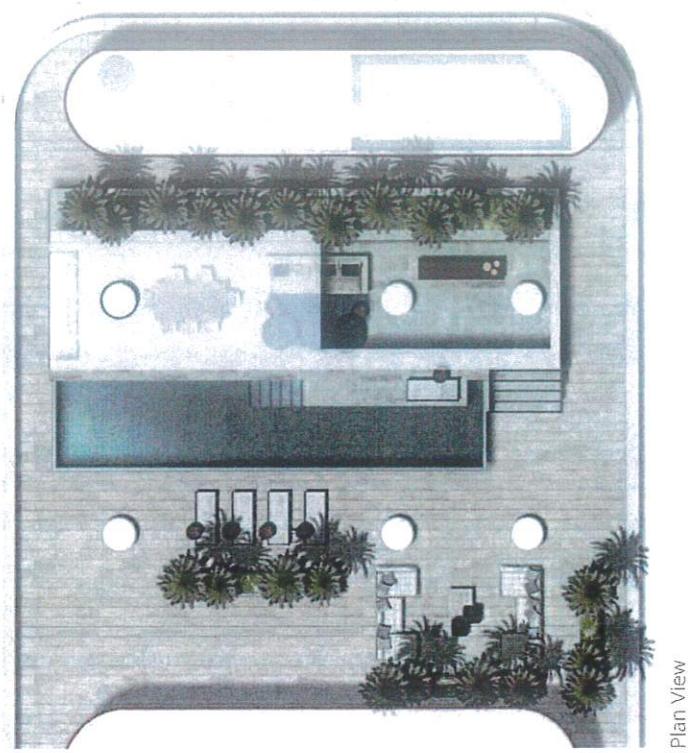
Foster + Partners

Canopy Privacy Study

Context Analysis

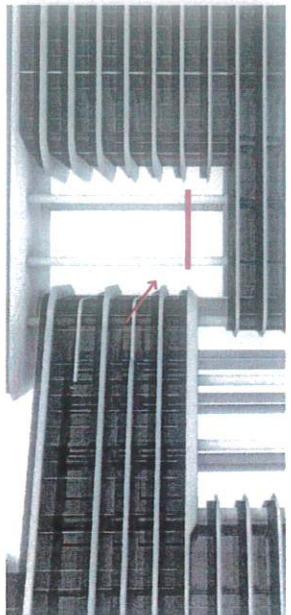
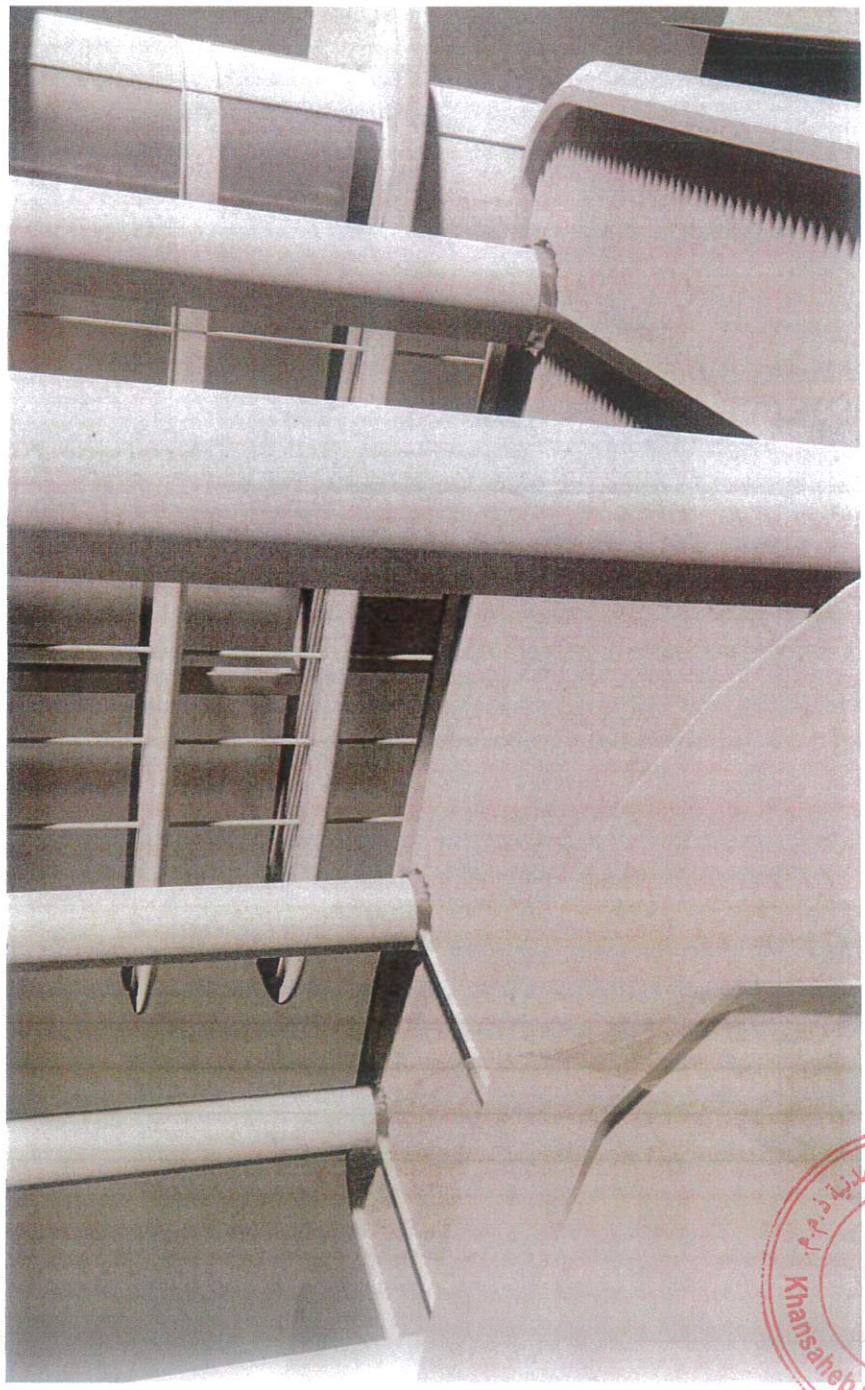


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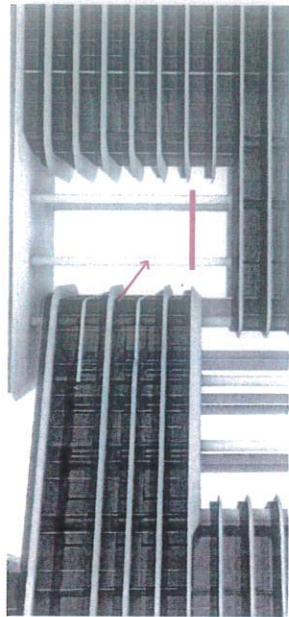
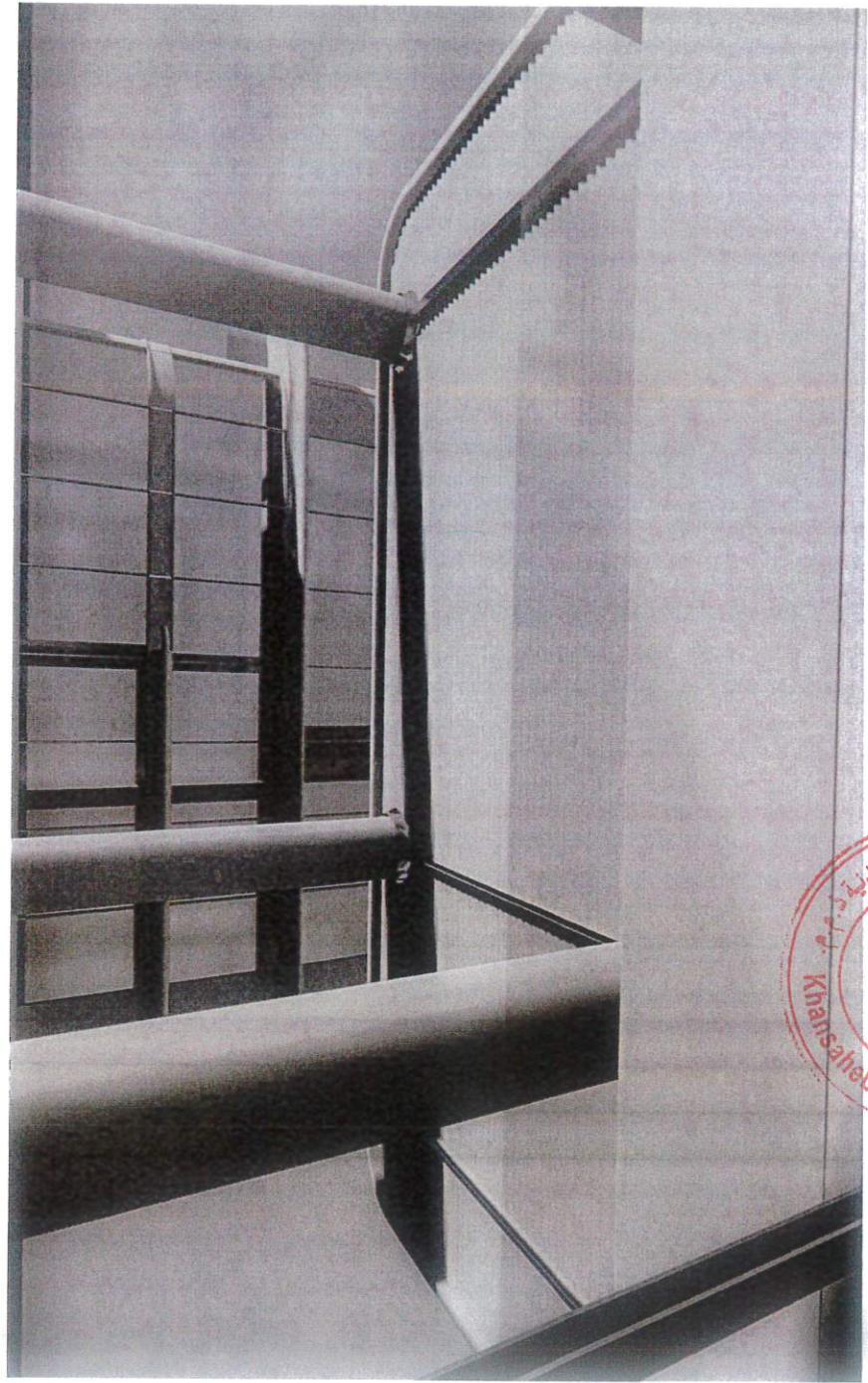
Canopy Privacy Study

01- View From Hotel Units



Canopy Privacy Study

02- View From Service Core (Not Occupied)

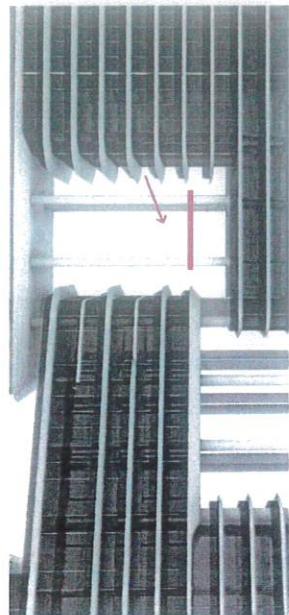
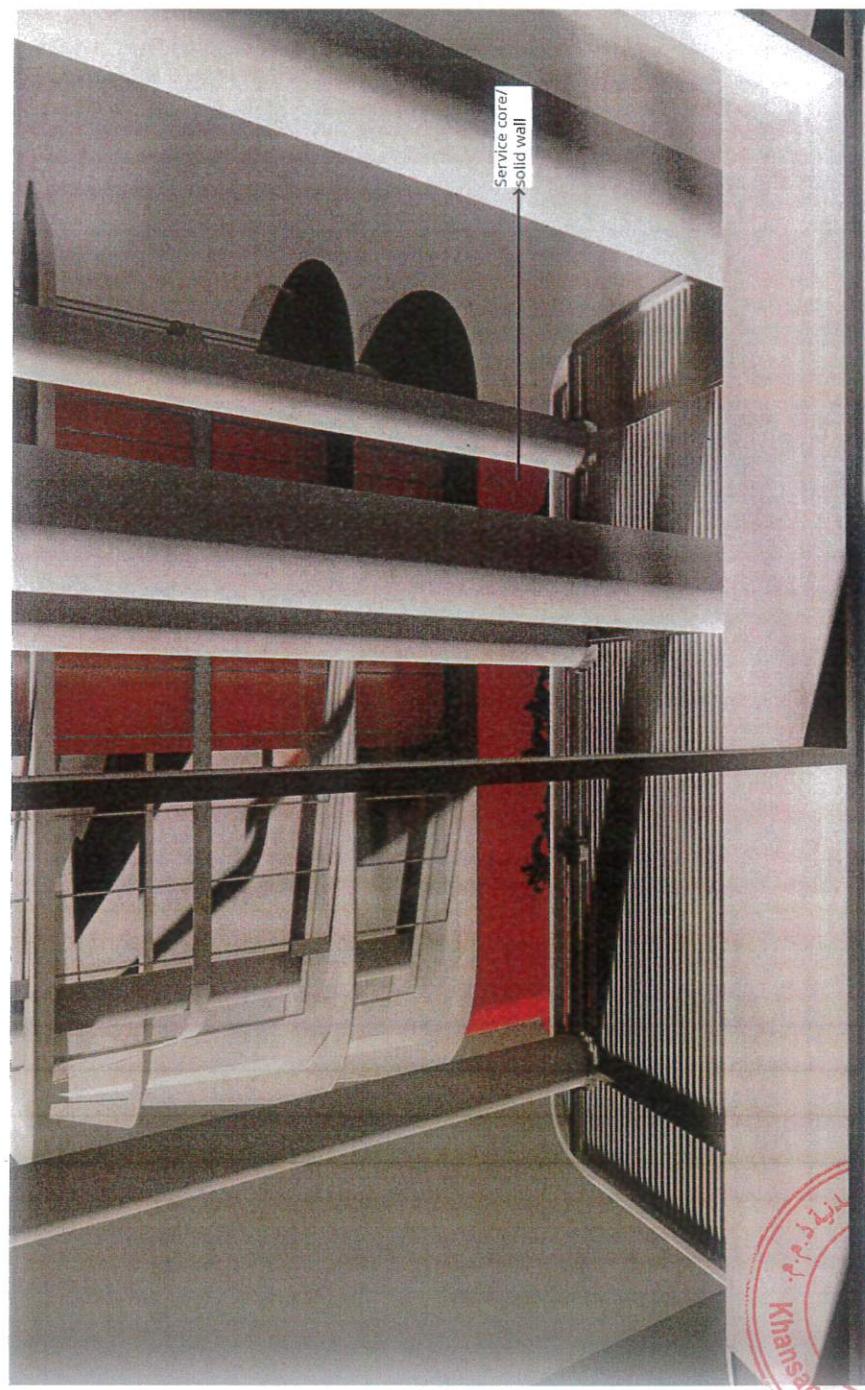


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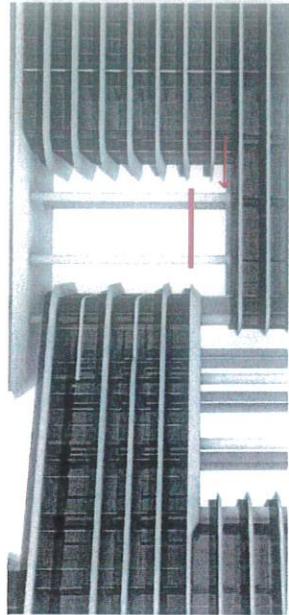
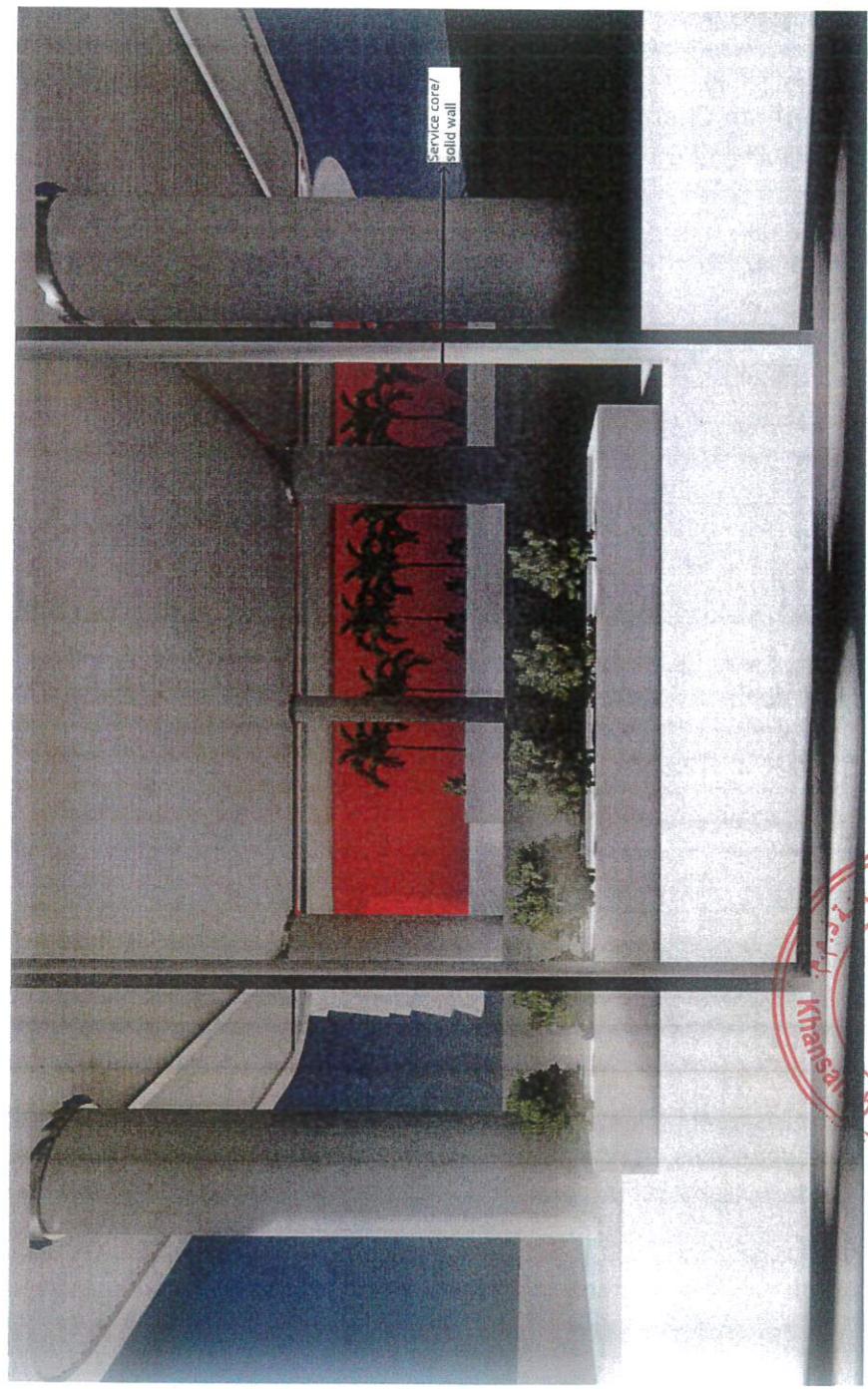
Canopy Privacy Study

03- View From Residential Units



Canopy Privacy Study

04- View From Level 10



Foster + Partners

From: Shihab Chandrathil
Sent: 10 March 2023 10:56
To: info@smartroofshades.com
Cc: Chris McCann; Sreejith Mala Thodikayil; Tiago Marques da Gama
(tiago.dagama@omniyat.com); Kevin Davies; Mithun Vallar Veetil; Saman Kulsooriya;
Sukesh Nair
Subject: Dorchester project- Level 10 canopy shade
Attachments: S-1141(09.03.2023)Latest.pdf; S-1141(09.03.2023)Latest.dwg

Hi Harish,

Further to meeting with Omniyat, please find attached shade layout proposal. Please arrange your quote with proposed material and system as discussed.

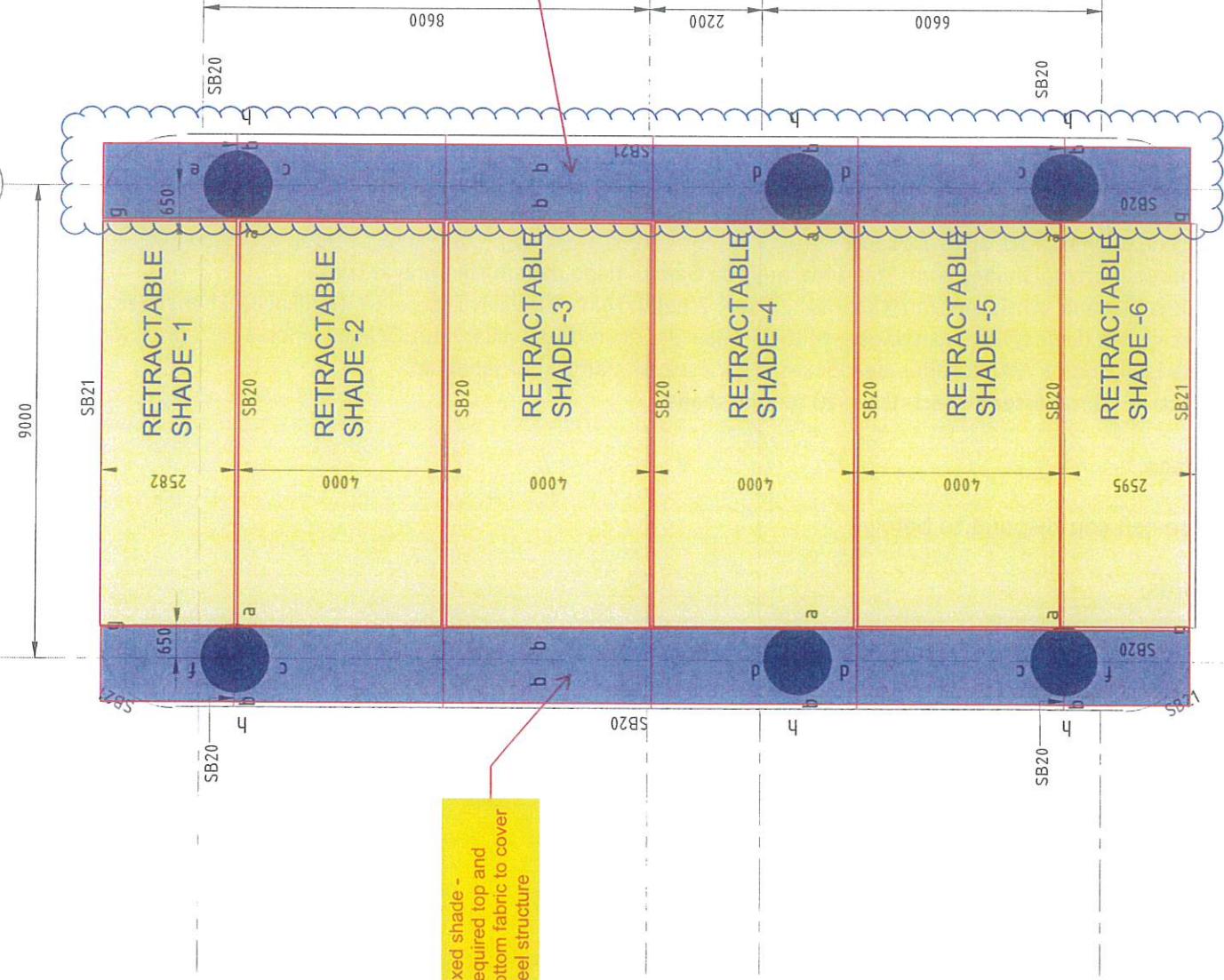
As seen on attached sketch yellow area is retractable shade and blue area fixed shade with top and bottom fabric to cover structural steel frames.

Regards,



Shihab Chandrathil
Senior Design Coordinator
E shihab.chandrathil@khansaheb.ae | M +971 54 581 6256 | T +971 4 605 7200





Mithun Vallar Veetil

From: Tiago Marques da Gama <tiago.dagama@omniyat.com>
Sent: 10 March 2023 14:47
To: Shihab Chandrathil; info@smartroofshades.com
Cc: Chris McCann; Sreejith Mala Thodikayil; Kevin Davies; Mithun Vallar Veetil; Saman Kulsooriya; Sukesh Nair
Subject: RE: Dorchester project- Level 10 canopy shade

Hi Shihab,

See below response.

Regards,



Tiago Marques da Gama

Senior Project Manager



M +971 56 501 5887 T +971 4 511 5000

From: Shihab Chandrathil <shihab.chandrathil@khansaheb.ae>

Sent: Friday, March 10, 2023 1:03 PM

To: info@smartroofshades.com; Tiago Marques da Gama <tiago.dagama@omniyat.com>

Cc: Chris McCann <chris.mccann@khansaheb.ae>; Sreejith Mala Thodikayil <sreejith.thodikayil@khansaheb.ae>; Kevin Davies <kevin.davies@khansaheb.ae>; Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>; Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; Sukesh Nair <sukesh.nair@khansaheb.ae>

Subject: RE: Dorchester project- Level 10 canopy shade

Hi Tiago,

Please can you respond to below.

Regards,



Shihab Chandrathil

Senior Design Coordinator

E shihab.chandrathil@khansaheb.ae | M +971 54 581 6256 | T +971 4 605 7200

www.khansaheb.ae



From: info@smartroofshades.com <info@smartroofshades.com>

Sent: 10 March 2023 12:35 PM

To: Shihab Chandrathil <shihab.chandrathil@khansaheb.ae>

Cc: Chris McCann <chris.mccann@khansaheb.ae>; Sreejith Mala Thodikayil <sreejith.thodikayil@khansaheb.ae>; 'Tiago Marques da Gama' <tiago.dagama@omniyat.com>; Kevin Davies <kevin.davies@khansaheb.ae>; Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>; Saman Kulsooriya <[samankulsooriya@khansaheb.ae](mailto:saman.kulsooriya@khansaheb.ae)>; Sukesh Nair <sukesh.nair@khansaheb.ae>

Subject: RE: Dorchester project- Level 10 canopy shade

Importance: High



Dear Eng Shihab,

Thank you for the inquiry. We will prepare the commercial offer and send all the details at the earliest. However, I have some queries and need your feedback as follows,

1. I was informed that the fabric required is Serge Ferrari W96 and should be included in the proposal. I would just like to highlight that Serge Ferrari SOLTIS 92 has the same features of W96 except that its not waterproof and doesn't have an additional waterproofing coating on it. In case if there is not much Rain accessibility on the Pool area, then should we propose the SOLTIS PERFORM 92 or should we only consider SOLTIS W96 as per the tech sheets attached for both. Please advise. – **W96 as advised earlier no changes**
2. Would you require LED lights on the fabric profiles & if required then would you like us to propose Spotlights or Linear Lights. *Specs attached.* – **No lights**
3. For the Fixed shade systems, do you want us to follow the same fabric and use the profiles which will look like the Retractable Pergola system or shall we just provide a Flat PVC shade covers on the Top & Bottom of the structures. – **same profile all around**

We await your response on these queries so we can prepare our proposal accordingly.

Kind Regards,

Harish Chainani

Manager



Tel: +971 4 2675994
Mob: +971 50 436 5004
Email: sales@smartroofshades.com
Add: Jumeirah St – Al Hudaiba Awards Building.
Dubai - UAE
www.smartroofshades.com

From: Shihab Chandrathil <shihab.chandrathil@khansaheb.ae>

Sent: Friday, March 10, 2023 10:56 AM

To: info@smartroofshades.com

Cc: Chris McCann <chris.mccann@khansaheb.ae>; Sreejith Mala Thodikayil <sreejith.thodikayil@khansaheb.ae>; Tiago Marques da Gama (tiago.dagama@omniyat.com) <tiago.dagama@omniyat.com>; Kevin Davies <kevin.davies@khansaheb.ae>; Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>; Saman Kulsooriya <[samam.kulsooriya@khansaheb.ae](mailto:saman.kulsooriya@khansaheb.ae)>; Sukesh Nair <sukesh.nair@khansaheb.ae>

Subject: Dorchester project- Level 10 canopy shade

Hi Harish,

Further to meeting with Omniyat, please find attached shade layout proposal. Please arrange your quote with proposed material and system as discussed.

As seen on attached sketch yellow area is retractable shade and blue area fixed shade with top and bottom fabric to cover structural steel frames.

Regards,



Shihab Chandrathil

Senior Design Coordinator

E shihab.chandrathil@khansaheb.ae | M +971 54 581 6256 | T +971 4 605 7200
www.khansaheb.ae



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Mithun Vallar Veetil

From: Sreejith Mala Thodikayil
Sent: 13 March 2023 16:21
To: info@smartroofshades.com
Cc: Chris McCann; Kevin Davies; Mithun Vallar Veetil; Saman Kulsooriya; Sukesh Nair; Tiago Marques da Gama; Shihab Chandrathil
Subject: RE: Dorchester project- Level 10 canopy shade
Attachments: RE: Dorchester project- Level 10 canopy shade

Hi Harish,

Please see the enclosed comment for your review and feedback.

The required colour is RAL 9010 Frame and Shade, is there any change in cost?

thanks®ards



Sreejith Mala Thodikayil

Design Coordinator

E sreejith.thodikayil@khansaheb.ae | M +971 50 744 6732 | T +971 4 605 7200

From: info@smartroofshades.com <info@smartroofshades.com>

Sent: 13 March 2023 08:15 AM

To: Tiago Marques da Gama <tiago.dagama@omniyat.com>; Shihab Chandrathil shihab.chandrathil@khansaheb.ae

Cc: Chris McCann chris.mccann@khansaheb.ae; Sreejith Mala Thodikayil <sreejith.thodikayil@khansaheb.ae>; Kevin Davies <kevin.davies@khansaheb.ae>; Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>; Saman Kulsooriya <[sam.kulsooriya@khansaheb.ae](mailto:saman.kulsooriya@khansaheb.ae)>; Sukesh Nair <sukesh.nair@khansaheb.ae>

Subject: RE: Dorchester project- Level 10 canopy shade

Dear Eng Tiago / Eng Shihab,

Please find attached our proposal for the Retractable pergola system at Level 10 for the Dorchester project. The proposal is based on the exact requirements in accordance with the meeting & discussion with the Design Team.

Please contact me for any further information or clarification required from our side.

Awaiting your feedback.

Kind Regards,

Harish Chainani

Manager



SMART ROOF SHADE SYSTEMS LLC

Tel: +971 4 2675994
Mob: +971 50 436 5004
Email: sales@smartroofshades.com
Add: Jumeirah St – Al Hudaiba Awards Building.
Dubai - UAE
www.smartroofshades.com

From: Tiago Marques da Gama <tiago.dagama@omniyat.com>

Sent: Friday, March 10, 2023 2:47 PM

To: Shihab Chandrathil <shihab.chandrathil@khansaheb.ae>; info@smartroofshades.com



From: Sonali A Dasharathakar <sonali.dasharathakar@omniyat.com>
Sent: 13 March 2023 15:32
To: Tiago Marques da Gama; Mark Farmer
Cc: Muhammed Kocak; Sreejith Mala Thodikayil; Samir Chamma; Ahmed Ibrahim; Stephen Justin Allsop
Subject: RE: Dorchester project- Level 10 canopy shade
Attachments: comments_canopy.png; Khansaheb - quotation comments.pdf

Dear Tiago,

We are okay with the specifications, but the drawing that has been attached in the quotation is incorrect and not in alignment with our design. We are not proposing any double layered fabric to hide anything.

Please take the framing I had shared last week.

Attached the comments.

Thanks & Regards,



Sonali Dasharathakar
Design Co-ordinator

M +971 56 422 7395 T +971 4 511 5000 D +971 4 511 5445

Email: sonali.dasharathakar@omniyat.com



From: Tiago Marques da Gama <tiago.dagama@omniyat.com>

Sent: Monday, March 13, 2023 1:05 PM

To: Sonali A Dasharathakar <sonali.dasharathakar@omniyat.com>; Mark Farmer <mark.farmer@omniyat.com>

Cc: Muhammed Kocak <muhammed.kocak@omniyat.com>; Sreejith Mala Thodikayil

<sreejith.thodikayil@khansaheb.ae>; Samir Chamma <samir.chamma@omniyat.com>; Ahmed Ibrahim

<ahmed.ibrahim@omniyat.com>; Stephen Justin Allsop <stephen.allsop@omniyat.com>

Subject: RE: Dorchester project- Level 10 canopy shade

Hi Sonali,

See enclosed the proposal from Smart Roof Shade Systems LLC, please can you confirm you are in agreement with the proposal from a technical perspective so we can finalize with the supplier.

Thanks.

Regards,



Tiago Marques da Gama

Senior Project Manager

M +971 56 501 5887 T +971 4 511 5000





SMART ROOF SHADE SYSTEMS LLC

QUOTATION FOR RETRACTABLE PERGOLA SYSTEMS		
Customer Name:	Mr. Shihab.	Ref No: SRS-HC-082-2023
Company Name:	M/S Khansaheb LLC	Date: March 13 th , 2023
Project Name:	Retractable Shades over Dorchester project- Level 10	
Mobile No.	+971 54 581 6256	
Email:	shihab.chandrathil@khansaheb.ae	

Dear Mr. Shihab

Please find below our offer for Supply & Installation of Retractable Pergola systems based on your inquiry as follows:

S. NO	DESCRIPTION	Total AED
1.1	<p>Supply & Installation of:</p> <ul style="list-style-type: none"> TECTONA Motorized Pergola with Aluminum guide rails, fabric profiles, with special connection brackets & all component fittings fixed on existing steel structure at Zero-degree slope— 5 Years Warranty WAVE RX 80/17 Motors, WINDTEC Wind Sensor, RUGIADA Rain sensor wireless with transmitter by Cheubini, Made in Italy – 5 Years Warranty SOLTIS W96 waterproof fabric by SERGE FERRARI, Made in France – 10-year limited Warranty. <p>Size: 4.0mtr Width x 7.70mtr Projection x 4 no's Size: 2.6mtr Width x 7.70mtr Projection x 2 no's Fixed Pergola shades are considered between columns around the edges.</p>	402,612.93
	5% VAT will be applicable as per UAE LAW	20,130.64
Total: AED Four Hundred Twenty-Two Thousand Seven Hundred Forty-Three & 57/100 only		422,743.57

General Notes:

- The standard RAL colors for our Pergolas are RAL 9003 TRAFFIC WHITE or RAL 7016 ANTRACITE GREY. For any other RAL color selected, their will be additional charges.
- Any variation in size, specification & quantity from our above quote will induce price revision.
- Clear area for erection will have to be provided by client.

Client Scope of Works: We require the following facilities at site as follows,

- Wire distribution from the Main Power supply to Motors & Waterproof 13Amp Switch Box sockets for Motor & Light should be provided by the client.
- Cranage, hoisting and scaffolding for lifting of our materials to the Installation area.
- Uninterrupted Electricity and water

Scope Exclusions:

- Municipality, civil defense, and all local authority's approval.
- Community Gate Passes / NOC

Transfer of Funds to:

Bank Name: RAKBANK

Account Name: Smart Roof Shade Systems LLC

A/c No: 0332931807001

IBAN No: AE270400000332931807001

Branch: Umm Hurair - Dubai

Swift Code: NRAKAEAK

- 📍 Umm Hurair - Dubai - UAE
- 📞 +971 4 2675994, +971 50 436 5004
- 📮 P.O. Box - 94400
- ✉️ info@smartroofshades.com
- 🌐 www.smartroofshades.com



SMART ROOF SHADE SYSTEMS LLC

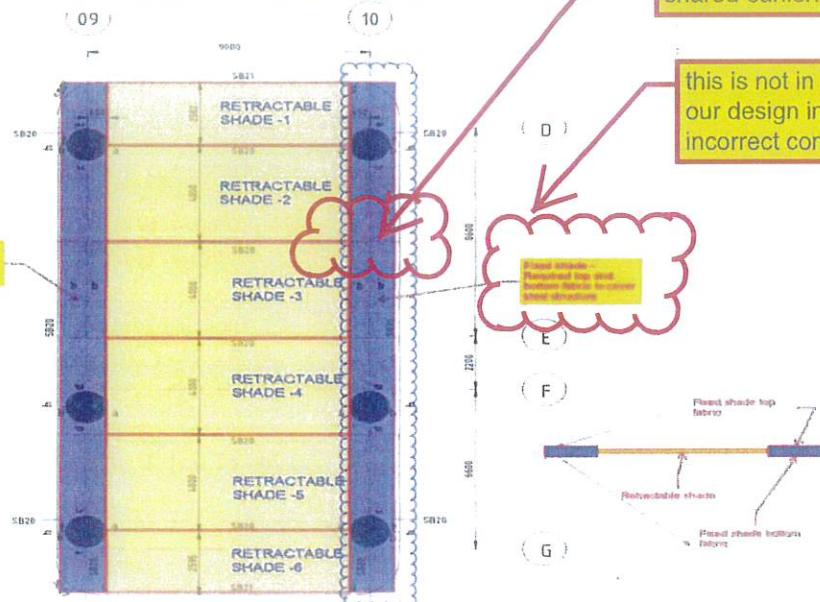
no, fixed shade to follow same profile and no top and bottom fabric allowed

Fixed shade - Required top and bottom fabric to cover steel structure

steel framing to follow as per what had been shared earlier.

this is not in line with our design intent.
incorrect comment

RETRACTABLE PERGOLA SYSTEM



Schedule & Delivery of Work: To be discussed.

Payment Terms:

- 50% Advance on confirmation.
- 40% upon submission of Bill of Lading.
- 10% upon final installation, testing & commissioning of the Motors and before handing over the accessories.

Our offer is based upon the dimensions and details as per the given drawing. If the details, design, dimension, specification, quantities, or type of material changes, we reserve the right to revise our price.

Thanks & regards,

Harish Chainani
050 4365004



Transfer of Funds to:

Bank Name: RAKBANK

Account Name: Smart Roof Shade Systems LLC

A/c No: 0332931807001

IBAN No: AE270400000332931807001

Branch: Umm Hurair - Dubai

Swift Code: NRAKAEAK

- 📍 Umm Hurair - Dubai - UAE
- 📞 +971 4 2675994, +971 50 436 5004
- 📍 P.O. Box - 94400
- ✉️ info@smartroofshades.com
- 🌐 www.smartroofshades.com

From: Sreejith Mala Thodikayil
Sent: 14 March 2023 08:43
To: info@smartroofshades.com
Cc: Mithun Vallar Veetil; Chris McCann; Kevin Davies; Samir Chamma; Sukesh Nair; Tiago Marques da Gama (tiago.dagama@omniyat.com); Shari Reji
Subject: RE: Dorchester project- Level 10 canopy shade
Attachments: KCE-AX-SA-L10-00071.pdf; KCE-AX-SA-L10-00072.pdf

Good morning Harish,

FYI

Selected item (shade and frame) available on enclosed file. I believe no additional charges are applicable for these.

thanks®ards



Sreejith Mala Thodikayil

Design Coordinator

E sreejith.thodikayil@khansaheb.ae | M +971 50 744 6732 | T +971 4 605 7200

From: info@smartroofshades.com <info@smartroofshades.com>

Sent: 13 March 2023 11:57 PM

To: Sreejith Mala Thodikayil <sreejith.thodikayil@khansaheb.ae>

Cc: Chris McCann <chris.mccann@khansaheb.ae>; Kevin Davies <kevin.davies@khansaheb.ae>; Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>; Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; Sukesh Nair <sukesh.nair@khansaheb.ae>; 'Tiago Marques da Gama' <tiago.dagama@omniyat.com>; Shihab Chandrathil <shihab.chandrathil@khansaheb.ae>

Subject: RE: Dorchester project- Level 10 canopy shade

Dear Mr. Sreejith,

Based on the comments enclosed in your email & attachment, Please find our response as follows,

1. RAL 9010 can be provided and after checking with the factory , it is considered as part of the standard RAL colour range which is included in the offer.
2. As discussed, & agreed with the Design Team, we will be providing SOLTIS W96. The colour which was discussed was between **WHITE W96-8102 & OFF WHITE W96-1103**. Either colour can be provided based on final approval.
3. We have proposed for the same fabric pergola design to be installed even on the fixed areas which will be aligned with the main Retractable fabric pergola system.

Kindly contact me for any further queries or clarification required from our side.

We await your feedback.

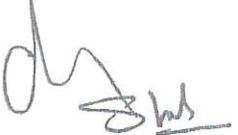
Kind Regards,

Harish Chainani

Manager



MATERIAL SAMPLE

<u>Project:</u> Plot 18 by Dorchester Collection	<u>Contractor / Package</u> Khansaheb Civil Engineering LLC	<u>Document No.</u> KCE-AX-SA-L10-00071	<u>Revision</u> 00
<u>To:</u>	Omniyat Middle East Real Estate Development LLC	<u>Submittal Issue Date:</u>	07.03.2023
<u>Discipline:</u> <input type="checkbox"/> Architectural <input type="checkbox"/> Structural <input type="checkbox"/> Structural Steel <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Interior Design <input type="checkbox"/> Infrastructure <input type="checkbox"/> Landscape <input type="checkbox"/> Mechanical <input type="checkbox"/> Survey <input type="checkbox"/> Waterproofing <input type="checkbox"/> Ceiling <input type="checkbox"/> Others (.....)			
<u>Description:</u> Material Sample for Shade Aluminium Main Profile and Fabric Colour Approval		<u>Submission Type</u> <input checked="" type="checkbox"/> Material Sample <input type="checkbox"/> Calculation <input type="checkbox"/> Pre-Qualification <input type="checkbox"/> Manual <input type="checkbox"/> Report <input type="checkbox"/> Method Statement	
<u>Location of Use:</u> Residential Level 10		<u>Contract Specification Clause Ref.:</u>	
SPECIFIED		PROPOSED <small>[NB: For alternative materials a Compliance Report must be provided]</small>	
MFR AGENT MAKE/ MODEL		MFR AGENT MAKE/ MODEL	PALMIYE
<u>Contractor Review Comments:</u>  Name..... Signature..... Date.....			Digital Stamping
<u>Consultant Review Comments:</u>			Digital Stamping
<u>Lead Consultant Review Comments:</u>			Digital Stamping
<u>Employer's Representative (Omniyat) Review Comments:</u> <div style="border: 1px solid red; padding: 5px; text-align: center;">Proceed with Aluminium Coating : Standard fabric profiles – RAL 9010(White)</div>			Digital Stamping
Name... SM:OME:10/03/2023 Signature... Date... 			Status-B





OMNIYAT Comments:

Technical Comments:

- Ensure that the proposed material is suitable for Purpose of Use.

General Comments:

- This Approval is subject to
 - Warranty as per project contract and specifications
 - Full Compliance with specifications/codes/Authority regulations.
 - Site satisfactory performance and Quality Benchmark approval.
 - All licenses/authorities' approvals shall be kept valid throughout the project duration.

Quality Comments:

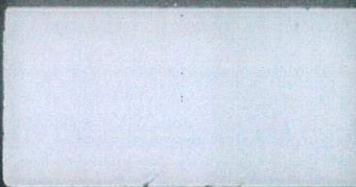
- Material to be verified/inspected upon site delivery.
- Any visible damage/scratch in any material will not be accepted.
- Storage to be as per specifications and manufacture requirements.
- Contractor is responsible to ensure all SH&E requirements are met during construction.



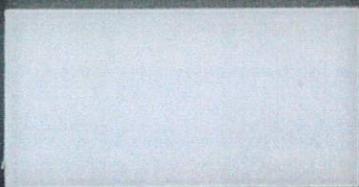


STANDARD COLORS

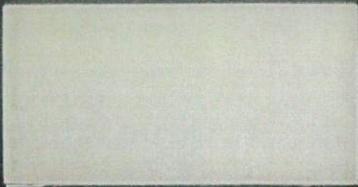
MATT (%30 GLOSSY) 



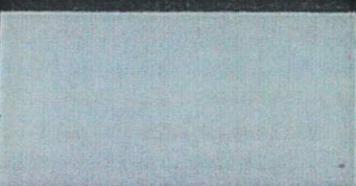
RAL 9016



RAL 9010



RAL 1013

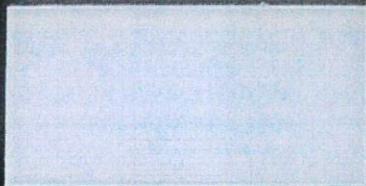


RAL 7040

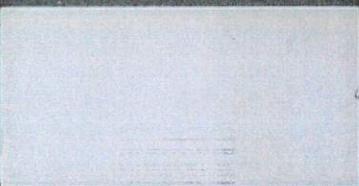


RAL 7016

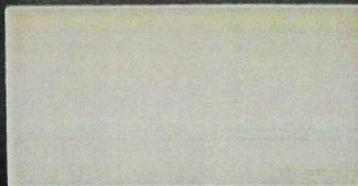
SEMI GLOSSY (%70 GLOSSY)



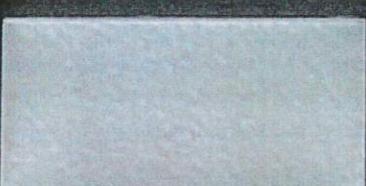
RAL 9016



RAL 9010



RAL 1013

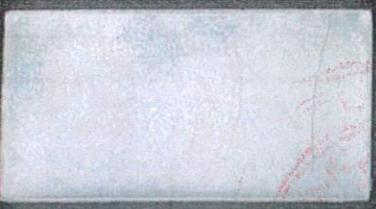


RAL 7040



RAL 7016

METALLIC

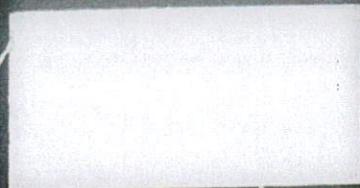


RAL 9006

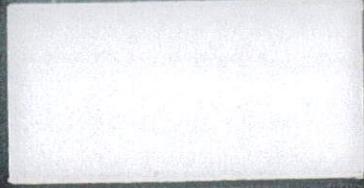


RAL 9007

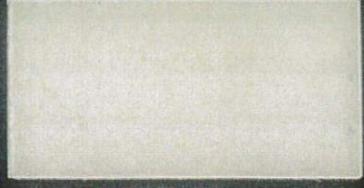
TEXTURED 



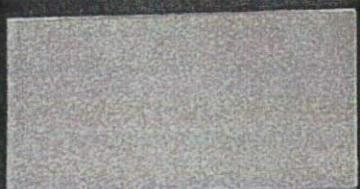
RAL 9016



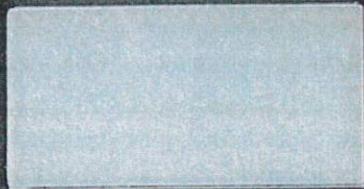
RAL 9010



RAL 1013



RAL 7039



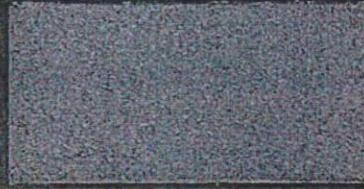
RAL 7040



RAL 7024



RAL 8017



RAL 7016

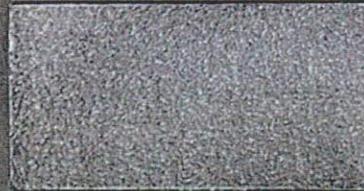


RAL 9005

METALLIC TEXTURED 



SW 3004



PL 617



PL 611



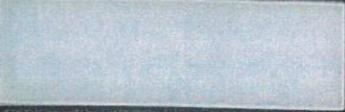
PL 613

 Suggested by KÖNIG

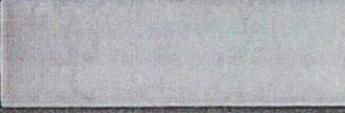
FABRIC PROFILE

COLORS

STANDARD FABRIC PROFILES SEMI GLOSSY (%70 GLOSSY)


RAL 9010
RAL 1013
RAL 7040
RAL 6005
RAL 9005

EXCLUSIVE FABRIC PROFILES SEMI GLOSSY (%70 GLOSSY)


RAL 9010
RAL 1013
RAL 7040
PL 620-3
RAL 7036
RAL 4001
RAL 8019
RAL 9005

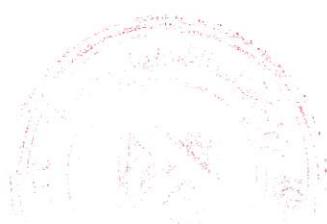


OMNIYAT



MATERIAL SAMPLE

Project: Plot 18 by Dorchester Collection	Contractor / Package Khansaheb Civil Engineering LLC	Document No. KCE-AX-SA-L10-00072	Revision 00
To:	Omniyat Middle East Real Estate Development LLC	Submittal Issue Date:	07.03.2023
Discipline: <input checked="" type="checkbox"/> Architectural <input type="checkbox"/> Structural <input type="checkbox"/> Structural Steel <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Interior Design <input type="checkbox"/> Infrastructure <input type="checkbox"/> Landscape <input type="checkbox"/> Mechanical <input type="checkbox"/> Survey <input type="checkbox"/> Waterproofing <input type="checkbox"/> Ceiling <input type="checkbox"/> Others (.....)			
Description: Material Sample for Residential Level 10 Canopy Retractable Shade Fabric Fabric - Ferrari W96 Colour to be confirmed and selected from chart		Submission Type <input checked="" type="checkbox"/> Material Sample <input type="checkbox"/> Calculation <input type="checkbox"/> Pre-Qualification <input type="checkbox"/> Manual <input type="checkbox"/> Report <input type="checkbox"/> Method Statement	
Location of Use: Residential Level 10		Contract Specification Clause Ref.:	
SPECIFIED		PROPOSED <small>(NB: For alternative materials a Compliance Report must be provided)</small>	
MR AGENT		MFR AGENT	PALMIYE
MAKE/ MODEL		MAKE/ MODEL	
Contractor Review Comments: 			Digital Stamping
Name.....	Signature.....	Date.....	
Consultant Review Comments:			Digital Stamping
Name.....	Signature.....	Date.....	
Lead Consultant Review Comments:			Digital Stamping
Name.....	Signature.....	Date.....	
Employer's Representative (Omniyat) Review Comments: <div style="border: 1px solid red; padding: 2px; display: inline-block;">Proceed with Ferrari W-96 RAL 9010 (White)</div>			Digital Stamping
Name..... SM-OME-10/03/2023 Signature..... Date.....			Status-B





OMNIYAT Comments:

Technical Comments:

- Ensure that the proposed material is suitable for Purpose of Use.

General Comments:

- This Approval is subject to
 - Warranty as per project contract and specifications
 - Full Compliance with specifications/codes/Authority regulations.
 - Site satisfactory performance and Quality Benchmark approval.
 - All licenses/authorities' approvals shall be kept valid throughout the project duration.

Quality Comments:

- Material to be verified/inspected upon site delivery.
- Any visible damage/scratch in any material will not be accepted.
- Storage to be as per specifications and manufacture requirements.
- Contractor is responsible to ensure all SH&E requirements are met during construction.

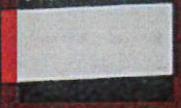


*FERRARI W96 TRANSLUCENT

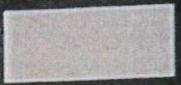
Soltis W96 fabric protect preserving the level of na waterproof fabric is ideal fo



Ral 9010



Ral 1013



Ral 7040



Ral 9005



W96 - 8102 White

W96 - 1103 Sandy

W96 - 2171 Grey

W96 - 2047 Black

*Additional cost apply.

*Can be used in pergola and awning systems.



*FERRARI W96

TRANSLUCENT

Soltis W96 fabric protects against UV and bad weather, while preserving the level of natural light transmitted. This translucent, waterproof fabric is ideal for pergolas.



*Can be used in pergola and awning systems.
*Additional cost apply.



Mithun Vallar Veetil

From: info@smartroofshades.com
Sent: 14 March 2023 17:36
To: Sreejith Mala Thodikayil
Cc: Mithun Vallar Veetil; Chris McCann; Kevin Davies; Samir Chamma; Sukesh Nair; 'Tiago Marques da Gama'; Shari Reji
Subject: RE: Dorchester project- Level 10 canopy shade
Attachments: Khansaheb - Tectona pergola system - R1.pdf; WhatsApp Image 2023-03-14 at 7.52.41 AM (1).jpeg

Dear Sreejith,

We confirm as per the attached RAL sheet that W96 – 8102 (WHITE) will be used in accordance with RAL 9010 WHITE coating finish on our Pergola structures without any additional charges over our proposal offer to M/S KHANSAHEB.

We await further information based on our meeting today regarding the supporting beams so we can prepare a drawing accordingly.

Regards,

Harish Chainani

Manager



**SMART ROOF SHADE
SYSTEMS LLC**

Tel: +971 4 2675994
Mob: +971 50 436 5004
Email: sales@smartroofshades.com
Add: Jumeirah St – Al Hudaiba Awards Building.
Dubai - UAE
www.smartroofshades.com

From: Sreejith Mala Thodikayil <sreejith.thodikayil@khansaheb.ae>
Sent: Tuesday, March 14, 2023 8:43 AM
To: info@smartroofshades.com
Cc: Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>; Chris McCann <chris.mccann@khansaheb.ae>; Kevin Davies <kevin.davies@khansaheb.ae>; Samir Chamma <samir.chamma@omniyat.com>; Sukesh Nair <sukesh.nair@khansaheb.ae>; Tiago Marques da Gama (tiago.dagama@omniyat.com) <tiago.dagama@omniyat.com>; Shari Reji <shari.reji@khansaheb.ae>
Subject: RE: Dorchester project- Level 10 canopy shade

Good morning Harish.

FYI

Selected item (shade and frame) available on enclosed file. I believe no additional charges are applicable for these.

thanks®ards



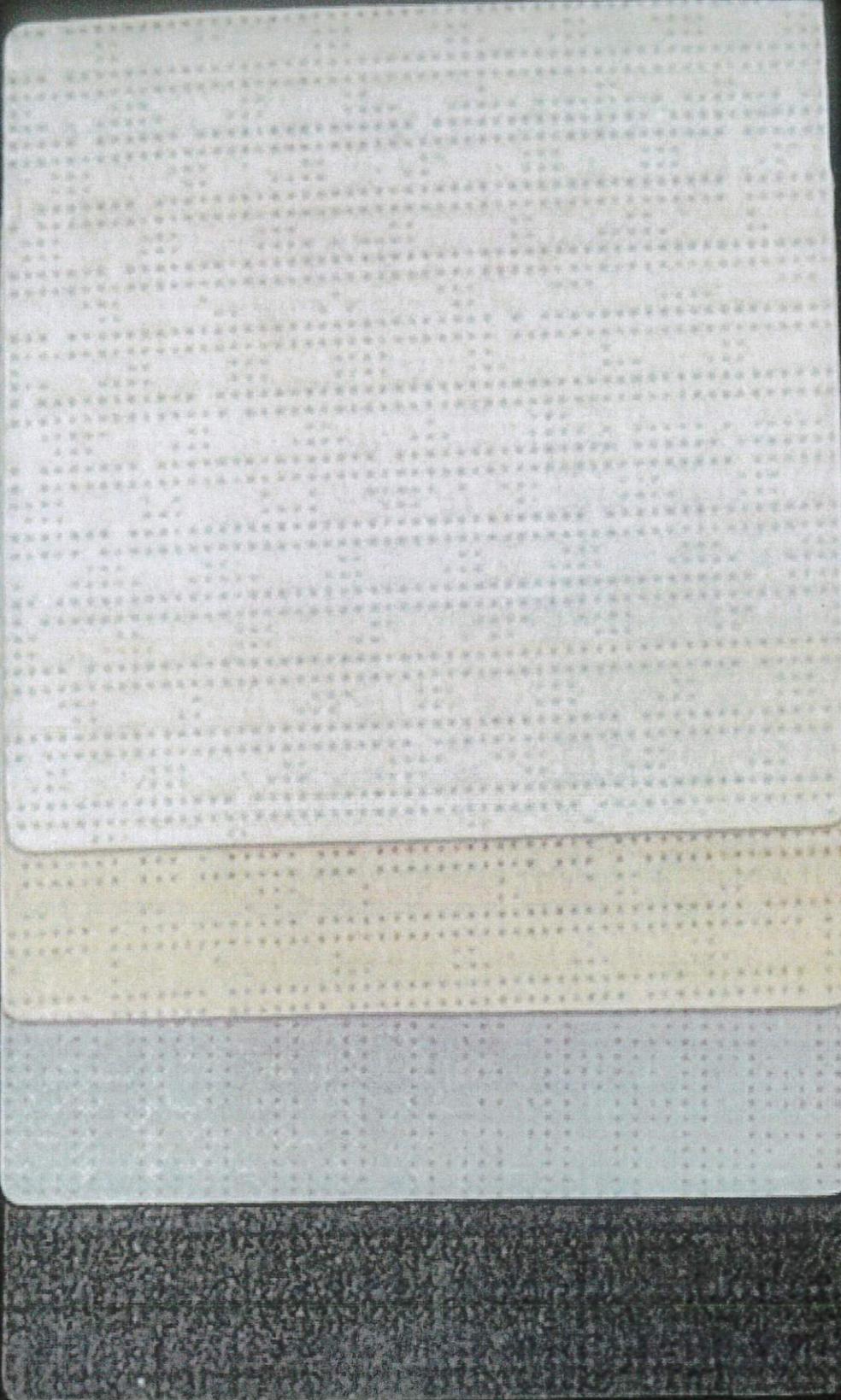
Sreejith Mala Thodikavil

Design Coordinator

E sreejith.thodikayil@khansaheb.ae | M +971 50 744 6732 | T +971 4 605 7200

www.khansaheb.ae





*FERRARI

TRANSLUCENT

Soltis W96 fabric
preserving the
waterproof fabric



Waterproof



Flame
retardant

W96 - 8102 W

W96 - 1103 S

W96 - 2171 C

W96 - 2047

*Additional cost apply.

*Can be used in pergola and awning systems.

(7)

Mithun Vallar Veetil

From: info@smartroofshades.com
Sent: 16 March 2023 15:26
To: Sreejith Mala Thodikayil
Cc: Mithun Vallar Veetil; Chris McCann; Kevin Davies; Samir Chamma; Sukesh Nair; 'Tiago Marques da Gama'; Shari Reji
Subject: RE: Dorchester project- Level 10 canopy shade
Attachments: Khansaheb - Tectona pergola system - R2.pdf

Dear Sreejith,

Based on my discussion with M/S OMNIYAT- Design Department, I am informed to specify the Zero Degree slope on our proposal & provide a Picture of the Retractable Pergola System Showing the Flat Projection with the WAVE handing fabric so they can sign off on our offer.

The amended proposal is attached for your review and for further coordination.

Kind Regards,

Harish Chainani

Manager



SMART ROOF SHADE SYSTEMS LLC

Tel: +971 4 2675994
Mob: +971 50 436 5004
Email: sales@smartroofshades.com
Add: Jumeirah St – Al Hudaiba Awards Building.
Dubai - UAE
www.smartroofshades.com

From: info@smartroofshades.com <info@smartroofshades.com>

Sent: Tuesday, March 14, 2023 5:36 PM

To: 'Sreejith Mala Thodikayil' <sreejith.thodikayil@khansaheb.ae>

Cc: 'Mithun Vallar Veetil' <mithun.vallarveetil@khansaheb.ae>; 'Chris McCann' <chris.mccann@khansaheb.ae>; 'Kevin Davies' <kevin.davies@khansaheb.ae>; 'Samir Chamma' <samir.chamma@omniyat.com>; 'Sukesh Nair' <sukesh.nair@khansaheb.ae>; 'Tiago Marques da Gama (tiago.dagama@omniyat.com)' <tiago.dagama@omniyat.com>; 'Shari Reji' <shari.reji@khansaheb.ae>

Subject: RE: Dorchester project- Level 10 canopy shade

Dear Sreejith,

We confirm as per the attached RAL sheet that W96 – 8102 (WHITE) will be used in accordance with RAL 9010 WHITE coating finish on our Pergola structures without any additional charges over our proposal offer to M/S KHANSAHEB.

We await further information based on our meeting today regarding the supporting beams so we can prepare a drawing accordingly.

Regards,

Harish Chainani

Manager





SMART ROOF SHADE SYSTEMS LLC

QUOTATION FOR RETRACTABLE PERGOLA SYSTEMS		
Customer Name:	Mr. Sreejith.	Ref No: SRS-HC-082-2023-R2
Company Name:	M/S Khansaheb LLC	Date: March 16 th , 2023
Project Name:	Retractable Shades over Dorchester project- Level 10	
Mobile No.	+971 50 744 6732	
Email:	sreejith.thodikayil@khansaheb.ae	

Dear Mr. Sreejith,

Please find below our offer for Supply & Installation of Retractable Pergola systems based on your inquiry as follows:

S. NO	DESCRIPTION	Total AED
1.1	<p>Supply & Installation of:</p> <ul style="list-style-type: none"> TECTONA Motorized Pergola with Aluminum guide rails, fabric profiles, with special connection brackets & all component fittings fixed on existing steel structure at Zero-degree slope & extra waves on the fabric – 5 Years Warranty WAVE RX 80/17 Motors, WINDTEC Wind Sensor, RUGIADA Rain sensor wireless with transmitter by Cherubini, Made in Italy – 5 Years Warranty SOLTIS W96 8102 WHITE waterproof fabric by SERGE FERRARI Made in France – 10-year limited Warranty fixed on RAL 9010 WHITE powder coating finish on our Pergola structure. <p>Size: 4.0mtr Width x 7.70mtr Projection x 4 no's Size: 2.6mtr Width x 7.70mtr Projection x 2 no's Fixed Pergola shades are considered between columns around the edges.</p>	402,612.93
	5% VAT will be applicable as per UAE LAW	20,130.64
	Total: AED Four Hundred Twenty-Two Thousand Seven Hundred Forty-Three & 57/100 only	422,743.57

General Notes:

- Any variation in size, specification & quantity from our above quote will induce price revision.
- Clear area for erection will have to be provided by client.

Client Scope of Works: We require the following facilities at site as follows,

- Wire distribution from the Main Power supply to Motors & Waterproof 13Amp Switch Box sockets for Motor & Light should be provided by the client.
- Craneage, hoisting and scaffolding for lifting of our materials to the Installation area.
- Uninterrupted Electricity and water

Transfer of Funds to:

Bank Name: RAKBANK

Account Name: Smart Roof Shade Systems LLC

A/c No: 0332931807001

IBAN No: AE270400000332931807001

Branch: Umm Hurair - Dubai

Swift Code: NRAKAEAK

- Umm Hurair - Dubai - UAE
- +971 4 2675994, +971 50 436 5004
- P.O. Box - 94400
- info@smartroofshades.com
- www.smartroofshades.com





SMART ROOF SHADE SYSTEMS LLC

RETRACTABLE PERGOLA SYSTEM



Scope Exclusions:

1. Municipality, civil defense, and all local authority's approval.
2. Community Gate Passes / NOC

Schedule & Delivery of Work: To be discussed.

Payment Terms:

- 50% Advance on confirmation.
- 40% upon submission of Bill of Lading.
- 10% upon final installation, testing & commissioning of the Motors and before handing over the accessories.

Our offer is based upon the dimensions and details as per the given drawing. If the details, design, dimension, specification, quantities, or type of material changes, we reserve the right to revise our price.

Thanks & regards
[Handwritten signature]

Harish Chainani
050 4365004



Transfer of Funds to:

Bank Name: RAKBANK

Account Name: Smart Roof Shade Systems LLC

A/c No: 0332931807001

IBAN No: AE270400000332931807001

Branch: Umm Hurair - Dubai

Swift Code: NRAKAEAK

- 📍 Umm Hurair - Dubai - UAE
- 📞 +971 4 2675994, +971 50 436 5004
- ✉️ P.O. Box - 94400
- ✉️ info@smartroofshades.com
- 🌐 www.smartroofshades.com



APPENDIX 2
HAND AMENDED SUBCONTRACTORS TENDER





SMART ROOF SHADE SYSTEMS LLC

QUOTATION FOR RETRACTABLE PERGOLA SYSTEMS		
Customer Name:	Mr. Sreejith.	Ref No: SRS-HC-082-2023-R2
Company Name:	M/S Khansaheb LLC	Date: March 16 th , 2023
Project Name:	Retractable Shades over Dorchester project- Level 10	
Mobile No.	+971 50 744 6732	
Email:	sreejith.thodikayil@khansaheb.ae	

Dear Mr. Sreejith,

Please find below our offer for Supply & Installation of Retractable Pergola systems based on your inquiry as follows:

S. NO	DESCRIPTION	Total AED
1.1	<p>Supply & Installation of:</p> <ul style="list-style-type: none"> TECTONA Motorized Pergola with Aluminum guide rails, fabric profiles, with special connection brackets & all component fittings fixed on existing steel structure at Zero-degree slope & extra waves on the fabric – 5 Years Warranty WAVE RX 80/17 Motors, WINDTEC Wind Sensor, RUGIADA Rain sensor wireless with transmitter by Cherubini, Made in Italy – 5 Years Warranty SOLTIS W96 8102 WHITE waterproof fabric by SERGE FERRARI Made in France – 10-year limited Warranty fixed on RAL 9010 WHITE powder coating finish on our Pergola structure. <p>Size: 4.0mtr Width x 7.70mtr Projection x 4 no's Size: 2.6mtr Width x 7.70mtr Projection x 2 no's Fixed Pergola shades are considered between columns around the edges.</p>	402,612.93
		400,000.00
		(Order Value)
	5% VAT will be applicable as per UAE LAW	20,130.64
	Total: AED Four Hundred Twenty-Two Thousand Seven Hundred Forty-Three & 57/100 only	422,743.57
		20,000.00
		420,000.00

General Notes:

- Any variation in size, specification & quantity from our above quote will induce price revision. → *Noted*.
- Clear area for erection will have to be provided by client. → *Agreed*

Client Scope of Works:

We require the following facilities at site as follows,

- Wire distribution from the Main Power supply to Motors & Waterproof 13Amp Switch Box sockets for Motor & Light should be provided by the client. → *Noted, Sc is Coordinat*
- Craneage, hoisting and scaffolding for lifting of our materials to the Installation area.
- Uninterrupted Electricity and water → *Refer KOS Form* .

→ *Noted*.
→ *Agreed*

Transfer of Funds to:

Bank Name: RAKBANK

Account Name: Smart Roof Shade Systems LLC

A/c No: 0332931807001

IBAN No: AE270400000332931807001

Branch: Umm Hurair - Dubai

Swift Code: NRAKAEAK

- Umm Hurair - Dubai - UAE
- +971 4 2675994, +971 50 436 5004
- P.O. Box - 94400
- info@smartroofshades.com
- www.smartroofshades.com





SMART ROOF SHADE SYSTEMS LLC

RETRACTABLE PERGOLA SYSTEM



Scope Exclusions:

1. Municipality, civil defense, and all local authority's approval.
2. Community Gate Passes / NOC

→ Noted, Agreed.

→ Agreed

Schedule & Delivery of Work: To be discussed.

→ 14 weeks, Refer details in k07

Continuation
Sheet.

Payment Terms:

- 50% Advance on confirmation. (Refer k07 also.)
- 40% upon submission of Bill of Lading.
- 10% upon final installation, testing & commissioning of the Motors and before handing over the accessories.

Our offer is based upon the dimensions and details as per the given drawing. If the details, design, dimension, specification, quantities, or type of material changes, we reserve the right to revise our price.

Thanks & regards
[Signature]
Harish Chainani
050 4365004



Transfer of Funds to:

Bank Name: RAKBANK

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A/c No: 0332931807001

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- 🌐 www.smartroofshades.com



APPENDIX 3
K05 SUMMARY OF ATTENDANCES & FACILITIES



SUMMARY OF ATTENDANCES AND FACILITIES

KHANSAHEB CIVIL ENGINEERING L.L.C.

CONSTRUCTION



K05

Contract: Dorchester Hotel & Residences, Business Bay

Contract No: 201A22001

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
1.0	Site Facilities		
1.1	Area for Subcontractor's offices	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.2	Area for Subcontractor's storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3	Offices for Subcontractor's staff	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.4	Buildings / containers for Subcontractor's storage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.5	Security of Subcontractor's facilities and material	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.6	Toilet and washing facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.7	Canteen facilities (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
1.8	Perimeter security / hoarding to Subcontractor office & storage area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9	Provision of first aider(s) & all equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.10	Provision of telephone and internet connection	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.11	Telephone and internet monthly charges	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.12	Computers, printers & other electrical office equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.13	Provision of office furniture	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.14	Provision of office stationary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.15	Provision of office consumables (milk, tea, coffee etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.0	Temporary Services		
2.1	Provision of temporary power & water to office & storage buildings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2	Provision of a temporary power connection for the works 50m from the workface	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.3	Safe distribution of power from the above connection (item 2.2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.4	Provision of a water connection point 50m from the workface	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.5	Distribution of water to the workface from the above connection point (item 2.4)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.6	Task lighting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.7	Safety lighting (in order to provide safe access and egress)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.0	The Works		
3.1	Setting out - main grid lines & datum points	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.2	Setting out of the Subcontract works	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.3	Competent supervision of the Subcontract works and labour	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.4	Protection of the Subcontract works until accepted for handover by KCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.5	Disposal of waste to site refuse area	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.6	Segregation of waste into the designated waste skip	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.7	Disposal of waste off site to an approved location	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.8	Disposal of hazardous waste off site to an approved location	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.9	Provision of samples & mock ups	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.10	Testing / commissioning	<input type="checkbox"/>	<input type="checkbox"/>
3.11	Temporary works (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>



**SUMMARY OF ATTENDANCES AND FACILITIES
KHANSAHEB CIVIL ENGINEERING L.L.C.
CONSTRUCTION**



KOB

Contract: Dorchester Hotel & Residences, Business Bay		Contract No: 201A22001	
Ref	Description	KCE	Sub contractor
4.0	Cranage & Hoisting	<input type="checkbox"/>	<input type="checkbox"/>
4.1	Shared use of KCE tower cranes if available	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Mobile cranes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.3	Shared use of hoists (if available)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.4	Offloading Subcontractor's deliveries (within the areas identified in KCE's logistic / crane plan & within maximum crane lifting limits)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.5	Offloading Subcontractor's deliveries (Outside of areas shown in KCE's 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"/>
5.0	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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.4	Operators for mechanical plant & equipment	<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)	<input checked="" type="checkbox"/>	<input 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 a platform height of 3m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.9	Independent access scaffold with a platform height above 3m high	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.10	Birdcages & specialist crash decks	<input type="checkbox"/>	<input type="checkbox"/>
5.11	Handrail edge protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.12	Debris netting & protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.13	Access stairs to the works	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.14	Task specific fire extinguishers where required (e.g. for hot works)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.15	Task specific safety signage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.0	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"/>
7.0	Any other specific facilities & attendances identified below	<input type="checkbox"/>	<input type="checkbox"/>



SUMMARY OF ATTENDANCES AND FACILITIES

KHANSAHEB CIVIL ENGINEERING L.L.C.

CONSTRUCTION



KOS

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22001
Ref	Description	KCE	Sub contractor
8.0	Confined Space Works (select if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
8.1	Multi gas monitor	<input type="checkbox"/>	<input type="checkbox"/>
8.2	Rescue harness per operative	<input type="checkbox"/>	<input type="checkbox"/>
8.3	Rescue tripods & winches	<input type="checkbox"/>	<input type="checkbox"/>
8.4	Mechanical ventilation, extraction & air movement equipment	<input type="checkbox"/>	<input type="checkbox"/>
8.5	Emergency rescue escape sets (for medium & high risk works).	<input type="checkbox"/>	<input type="checkbox"/>
8.6	Means of communication (e.g. radio)	<input type="checkbox"/>	<input type="checkbox"/>
9.0	MEP Specific Attendances (select if applicable)		
9.1	Provision of power for testing & commissioning	<input type="checkbox"/>	<input type="checkbox"/>
9.2	Provision of water for testing & commissioning	<input type="checkbox"/>	<input type="checkbox"/>
9.3	Disposal of water for testing & commissioning	<input type="checkbox"/>	<input type="checkbox"/>
9.4	Provision of concrete plinths for MEP support	<input type="checkbox"/>	<input type="checkbox"/>
9.5	Provision of other MEP support - steelwork, service pads and the like	<input type="checkbox"/>	<input type="checkbox"/>
9.6	Anti vibration pads / floating floors and the like	<input type="checkbox"/>	<input type="checkbox"/>
9.7	Provision of spares & tools	<input type="checkbox"/>	<input type="checkbox"/>
9.8	Marking of BWIC openings	<input type="checkbox"/>	<input type="checkbox"/>
9.9	Preparation of builders work drawings prior to the works being undertaken	<input type="checkbox"/>	<input type="checkbox"/>
9.10	Preparation of fully integrated ceiling layouts / Shop drawings	<input type="checkbox"/>	<input type="checkbox"/>
9.11	Sealant around services, sanitary ware, equipment etc.	<input type="checkbox"/>	<input type="checkbox"/>
9.12	Provision of fire extinguishers	<input type="checkbox"/>	<input type="checkbox"/>
9.13	Replacement of fused bulbs until handing over the works	<input type="checkbox"/>	<input type="checkbox"/>
9.14	Provision of acoustic requirements around services / service penetrations	<input type="checkbox"/>	<input type="checkbox"/>
9.15	Provision of manhole covers & frames	<input type="checkbox"/>	<input type="checkbox"/>
9.16	Provision of temporary cap ends to drainage, vent & RW pipes during the works	<input type="checkbox"/>	<input type="checkbox"/>
9.17	Coring & drilling through walls & floors less than 200mm dia.	<input type="checkbox"/>	<input type="checkbox"/>
9.18	Coring & drilling through walls & floors greater than 200mm dia.	<input type="checkbox"/>	<input type="checkbox"/>
9.19	Chasing out walls & floors	<input type="checkbox"/>	<input type="checkbox"/>
9.20	Forming openings in new walls (subject to conformance with item 8.9)	<input type="checkbox"/>	<input type="checkbox"/>
9.21	Fire stopping generally	<input type="checkbox"/>	<input type="checkbox"/>
9.22	Fire stopping between MEP services & the service sleeve	<input type="checkbox"/>	<input type="checkbox"/>
9.23	Fire stopping between service sleeve and the opening	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Signed on behalf of the SC



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.
- 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.
22. (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 Dispute is given pursuant to this Clause.
23. (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.
- (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.

