

Sky Palaces Real Estate Development LLC

27 JAN 2022

Our Ref: F015/15.700/33085/ERDL/0122

Messrs. Tamer Helal / Ahmed Mohamoud

Relationship Manager - Escrow

Wholesale Banking

Ajman Bank

Opp. Ajman City Center, HO Ajman Bank (Besides Etisalat Building)

Subject: Account No. 11098871044 of Sky Palaces Real Estate Development LLC - Dorchester Collection Dubai

Dear Sir,

Please issue an Electronic Funds Transfer (EFT) as per details below.

Beneficiary Name	A/c & Bank Number	Bank	Amount
TSSC Kitchen & Laundry Equipment Trading LLC	A/c No.: 0510036675784260016 IBAN No. AE150140036675784260016 Swift Code – BLOMAEAD	Blom Bank France PO Box 4370	AED 307,108.50

Amount in words:

Three Hundred Seven Thousand One Hundred Eight Dirhams and Fifty Fils only

Payment Reference:

Payment towards Dorchester Collection Dubai against Payment Certificate 01

We are enclosing the following documents for your perusal

1. Approved Payment Certificate
2. Invoice from Contractor

AJB.GOV.ESC
27 JAN 22 12:25

You are hereby authorized to debit our account for the above amount and release the payment. Please quote the above reference in the bank statement to enable us to track the payments.




Sincerely yours,

For and on behalf of **Sky Palaces Real Estate Development LLC**


Authorized Signatory



PAYMENT CERTIFICATE

PROJECT: Plot 18, BUSINESS BAY DUBAI, UAE		Certificate No: 1
		Certificate Type: Advance Payment
		Date of Certificate : January 3, 2022
Issued By :	Employer's Representative Omniyat Concept Investments LLC Dubai, UAE	Invoice No. Cost Code: Application No. 1
Employer :	Sky Palaces Real Estate Development LLC PO Box 12501 Dubai, UAE	Contract Start Date : December 19, 2021 Date of Application: December 30, 2021 Period for Works Certified: N/A Payment Due Date : January 29, 2022 Certificate Currency: AED
Contractor :	M/s TSSC Kitchen & Laundry Equipment LLC P.O. Box 69 Dubai, UAE	VALUE COMPLETE (BASED ON EFC VALUE) 0.00% CERTIFIED FOR PAYMENT (BASED ON EFC VALUE) 30.00%
		Currency: AED
		Original Contract Value: 1,023,695.00
		Remeasurement, Provisional & PC Sums adjustments:
		Authority Payments- Paid from the equity account:
		Variations:
		EOT Claim:
		Estimated Final Contract (EFC) Value: 1,023,695.00
(A) Contract Advance Payment in this certificate		307,108.50
Total Advance Payment-Refer Annexure-8		307,108.50
Advance Payment Recovery -Refer Annexure-8		0.00
Advance Payment in this certificate		307,108.50
Advance Payment Guarantee in place*		307,108.50
*Current value of Advance Payment Security Cheque in the possession of AJMAN BANK PJSC is AED 322,463.93		
(B) Value of Works Completed To Date (Valuation of Work In Place) - Refer Annexure-1		0.00
(C=A+B) Certified Value - Cumulative		307,108.50
(D) LESS Retention (10%)-Refer Annexure-2		-
(E) LESS: Deferred (0%)		0.00
(F=C-D-E) Net Certificate Value After Retention & Advances		307,108.50
(G) LESS Previous Certified Value Refer Annexure-6		-
(H=F-G) NET AMOUNT CERTIFIED FOR PAYMENT (CHANGE OVER LAST CERTIFICATE):		AED 307,108.50
(I) 5% (VAT ON NETT PAYMENT) -Refer Annexure-7		15,355.43
(J) 5% (VAT ON ADVANCE RECOVERY)-Refer Annexure-7		
(K=H+I+J) NET AMOUNT CERTIFIED FOR PAYMENT INCLUDING VAT (CHANGE OVER LAST CERTIFICATE):		322,463.93
Notes:	This payment is for certification of Contractor's Advance Payment	
Payment Terms:	The Payment shall be released within 30 days of the Payment Application	
EMPLOYER REPRESENTATIVE CERTIFICATION		
We certify that the above to be true and correct.		
 For on behalf of OMNIYAT CONCEPT INVESTMENTS LLC		 DATE
APPROVAL BY EMPLOYER		
Employer's approval of the net amount certified		
 For on behalf of SKY PALACES REAL ESTATE DEVELOPMENT LLC		DATE

Order for Payment

Form (R/T/03)

Developer Name	Sky Palaces Real Estate Development LLC
Developer Reg. No	1232
Project Name	Dorchester Collection Dubai
Project Reg. No.	2052
Total Sales Value	-

Agent (bank) :	Ajman Bank
Bank Account :	011098871044
Payment No:	116
Date :	17 January 2022

Sr.	Description	Note	Sold Value (AED)	Cash received from Customer (AED)
	Sold /Cash received		-	-
	Retention - 5%			-
Net Available Cash			-	-

Sr	Project Payment	Note	Paid to Date	Approved Amount
	Land Payment		-	-
	Construction Cost / certified		-	307,108.50
	Management expenses (10%)		-	-
	Marketing Exp (5%)		-	-
Total Payment			-	AED 307,108.50

Net amount Due To withdraw **AED (307,108.50)**Developer

For Sky Palaces Real Estate Development LLC

Consultant


 Authorized Signatory


Sky Palaces Real Estate Development LLC
ADVANCE PAYMENT CERTIFICATE-Annexure 1 Contract Sum Breakdown

Project: Plot - 18		Certificate Date: 03-Jan-22		
Contractor : M/s TSSC Kitchen & Laundry Equipment LLC		Certificate No: 1		
Contract : Agreement for Hotel Food & Beverage, Laundry & Housekeeping and Waste Management Equipment Supply and Installation Works		Currency: AED		
Description of Works	Contract Price	Progress		
		Previous	Current	Cum. Up to date
Hotel Food & Beverage, Laundry & Housekeeping and Waste Management Equipment Supply and Installation Works	1,023,695.00		-	
			-	
			-	
			-	
			-	
			-	
			-	
TOTAL CONTRACT	1,023,695.00	-	-	-

Sky Palaces Real Estate Development LLC
PAYMENT CERTIFICATE -Annexure 2- RETENTION CALCULATION

Project: Plot - 18	Certificate Date:	January 3, 2022
Contractor : M/s TSSC Kitchen & Laundry Equipment LLC	Certificate No:	1
Contract : Agreement for Hotel Food & Beverage, Laundry & Housekeeping and Waste Management Equipment Supply and Installation Works		
	Currency:	AED

Description	Value
Value of work completed in this Certificate Retention exclude on following:	
Value of works applicable for the retention	0.00
Retention of this Certificate	10% -

Annexure 4 - SUMMARY OF VARIATIONS

Certificate Date: January 3, 2022

Certificate No: 1

Currency: AED

Item Ref	Description	Estimated Total Cost	Previous Certified	This Certificate	Total Certified to date
	Total				

[illegible]

PAYMENT CERTIFICATE -Annexure 7- VAT CALCULATIONS

Supply and Installation Works

Certificate No.: 1

Currency: AED

Total Paid/Certified VAT		-	15,355.43
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AED

15,355.43

Sky Palaces Real Estate Development LLC

PAYMENT CERTIFICATE -Annexure 8- CALCULATION OF ADVANCE RECOVERY

Project: Plot - 18	Certificate Date:	January 3, 2022
Contractor : M/s TSSC Kitchen & Laundry Equipment LLC	Certificate No:	1
Contract : Agreement for Hotel Food & Beverage, Laundry & Housekeeping and Waste Management Equipment Supply and Installation Works	Currency:	AED

Description	Value
Advance Payments	
Advance Payment -1	307,108.50
Total Advance Payment carried to payment certificate	307,108.50
Advance Payment Recovery	
Advance Payment -1	
Value of Works Certified	
less Provisional Sums	
Value Considered for the Recovery of Advance Payment-1	0.00
Advance Recovery of Advance Payment-1	30%
Total Advance Payment Recovery carried to Payment Certificate	0.00



Employer's Representative



تي اس اس سي لتجارة معدات المطابخ وتنظيف الملابس - ش ذ م م
TSSC Kitchen & Laundry Equipment Trading LLC

Tax Invoice

TRN NO. 100355710300003

Invoice No. 10/SIP/21186-R1

Date: 28 / Dec / 2021

Bill To:

Customer ID :

Customer Name : Sky Palaces Real Estate Development LLC

P.O. Box 12501

Tax Registration No: XXXXXXXXXX

PROJECT	Contract / LOI REF. No:
The Residences Dorchester Collection by Omniyat, Business Bay, Dubai	Agreement for Hotel Food & Beverage, Laundry & Housekeeping and Waste Management Equipment - Supply and Installation Works (Signed 19 Dec 2021)

S. No.	DESCRIPTION	UNIT	AMOUNT
A	Hotel Food & Beverage, Laundry & Housekeeping and Waste Management Equipment at The Residences Dorchester Collection by Omniyat, Business Bay, Dubai Supply and Installation Works	Sub Contract Amount Without VAT	1,023,695.00
	Claim for Advance Payment as per Clause 3.1 of the above Contract 30% of Contract Amount	30%	307,108.50
	Total Billed (AED):		307,108.50
	Less: Previously Invoiced Amount		-
	Total Invoice Amount (AED):		307,108.50
	VAT 5%		15,355.43
	Grand Total (AED):		322,463.93

Total Amount Invoiced In Words:

Three Hundred Twenty Two Thousand, Four Hundred and Sixty Three UAE Dirhams and Ninety Three Fils Only

Authorised Signatory : _____

Make all checks payable to TSSC Kitchen & Laundry Equipment Trading LLC.

Our Bank Account : 0510036675784260016 , Blom Bank France, PO Box 4370

IBAN: AE150140036675784260016 / Swift : BLOMAEAD

THANK YOU



P.O. Box 69, Dubai, United Arab Emirates Tel.: +971 4 343 1100

Fax: +971 4 343 8226 @ Email: tssc@eim.ae www.tsscdubai.com

Agreement for Hotel Food & Beverage, Laundry & Housekeeping and Waste Management Equipment Supply and Installation Works

Sky Palaces Real Estate Development LLC

And

TSSC Kitchen & Laundry Equipment Trading LLC



This agreement for supply and installation works (this **Agreement**) is made on 19th December 2021
(the **Effective Date**)

BETWEEN

- (1) **Sky Palaces Real Estate Development LLC** having Commercial Registration No. 720564 of P.O. Box 12501, Dubai, United Arab Emirates (the "**Employer**"); and
 - (2) **TSSC Kitchen & Laundry Equipment Trading LLC**, a company incorporated in Dubai under license number 206797 and which address is P.O Box 69, Dubai, United Arab Emirates], United Arab Emirates (the "**Contractor**"),
- each a "**Party**" and together the "**Parties**".

WHEREAS

- (A) The Employer wishes to engage the Contractor to perform certain kitchen fit out works for the hotel portion of a development located at Affection Plan Plot No. BB.B03.018 (Title Deed Plot No.77) in Business Bay, Dubai, UAE (the "**Site**") at the project known as The Residences Dorchester Collection by Omniyat, Business Bay, Dubai (the "**Project**").
- (B) The Parties have agreed that the Contractor will perform the Works (as hereinafter defined) in accordance with the terms and conditions as set out in this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Scope and Standards of Works

- 1.1. The Contractor shall perform the design and build works for the kitchens at the Project (the "**Works**") in accordance with:
 - a) the 'Employer's Requirement's' set out in Appendix 1;
 - b) the 'Drawings and Specifications' set out in Appendix 2.
- 1.2. In the performance of the Works, the Contractor shall ensure that it and its personnel, representatives and agents shall at all times observe and conform in all respects with the provisions of the laws of the UAE and international standards, including any health, safety and environmental regulations and measures. The Contractor shall ensure that all materials used for or in relation to the Works are at all times compliant with the relevant laws and regulations of Dubai, including any municipality and civil defence requirements. The Contractor shall keep the Employer and the Employer's Representative fully and effectively indemnified against all losses, liabilities and penalties which the Employer may incur as a result of or in connection with any failure on the part of the Contractor, its personnel, representatives or agents to observe or conform to the laws of the UAE as set out in this clause 1.2.
- 1.3. The Contractor shall adhere to all regulations and Project specific requests including inspections of Works on Site from all relevant local authorities (the "**Authorities**").



Contractor shall provide all necessary documentation, coordination, inspections, and assistance, as required, for all necessary authority approvals. Contractor is responsible to undertake the Works in accordance with all authority requirements.

- 1.4. The Contractor shall carry out all of the duties and Works agreed to be executed by it in accordance with the Standard of Care. For purposes of this Agreement, the "Standard of Care" shall mean as follows:
 - 1.4.1. the Contractor shall at all times comply with the terms of this Agreement and, where appropriate, within any applicable time limits shall fulfil its obligations under this Agreement;
 - 1.4.2. the Contractor has made the necessary commitment and possesses the professional capacity, skilled personnel and expertise to execute the Works;
 - 1.4.3. the Contractor shall furnish at all times all professional skill, judgment, due care and diligence in the execution of the Works; and
 - 1.4.4. the Contractor shall perform and/or procure the execution of the Works in a professional and highly skilled manner consistent with such good and sound practices and standards as are customarily employed internationally for works similar to the Works.
- 1.5. No comment, review, representation, vetting, inspection, testing or approval by the Employer or the Employer's Representative in respect of the Works or any other obligation of the Contractor will affect the Contractor's obligations or otherwise relieve the Contractor from any its liabilities and responsibilities under this Agreement.

2. Contract Price

- 2.1. The total contract price for the Works is One million Twenty-three thousand Six Hundred Ninety-Five (**AED 1,023,695.00**) (excluding VAT) (the **Contract Price**).
- 2.2. Subject to clauses 2.4, 2.5 and 4, the Contract Price is a lump sum price for the completion of the Works including, but not limited to, all preliminaries, material, installation works, commissioning, maintenance during the Defects Period, overheads, profit and attendances that are in association with the Works.
- 2.3. The Contract Price includes any and all costs and expenses of the Contractor and its personnel and the Contractor is not entitled to any other fees and/or costs for the Works, including, but not limited to any fees for mobilisation or demobilisation.
- 2.4. The Employer accepts no obligation to make any payments to any contractor, consultant, representative or agent employed or appointed by the Contractor unless the payment has been approved by the Employer in writing.
- 2.5. Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other right of set-off of the Employer, the Employer shall be entitled to deduct from and set-off under this Agreement against any sum(s) otherwise due or to become due from the Contractor to the Employer against sums due from the Employer to the Contractor under or in connection with this Agreement.



- 2.6. Where any taxable supply for the purposes of value added tax, sales or other similar tax imposed by the relevant authorities in any jurisdiction (VAT) is made under or in connection with this Agreement by one Party to another Party, the payer will, upon presentation of a valid VAT invoice, pay such VAT chargeable in addition to any payment required for that supply. The Contractor shall assist and provide the Employer with all necessary information and documentation to claim back any such VAT applied.
- 2.7. For the avoidance of doubt, the Contractor acknowledges that the scope of Works may be subject to change as the construction of the Project progresses and the Contractor agrees that the Employer retains the right to increase or reduce the Works at any time in accordance with clause 4. If the Works are varied, then, subject to the Employer's approval, the Contract Price shall be adjusted accordingly and such adjustment shall be proportionate to such reduction or increase in the Works with reference to the contract price breakdown.

3. Payment Procedure

- 3.1. The Contractor shall provide to the Employer an invoice for the amount of Three hundred Seven Thousand One Hundred and Eight and Fifty Fills (**AED 307,108.50**) (excluding VAT) on the Effective Date (the **Advance Payment**), being 30% of the Contract Price. This payment shall be paid by the Employer to the Contractor within Thirty (30) days from the later of:
- 3.1.1. receiving from the Contractor the invoice noted at clause 3.1; and
- 3.1.2. receiving from the Contractor a security cheque dated forty five (45) days after the Commencement Date for an amount equal to the Advance Payment (the **Advance Payment Cheque**).
- 3.2. Within 30 days of the Commencement Date, the Contractor shall provide the Employer with an on demand irrevocable advance payment guarantee from a reputable bank with an expiry date no earlier than sixty (60) days after the Completion Date for an amount equal to the Advance Payment (the **Advance Payment Guarantee**). Upon receipt of the Advance Payment Guarantee, the Employer shall return to the Contractor the Advance Payment Cheque.
- 3.3. The contract amount shall be paid upon progress 45 days from receipt of payment application in the amount approved in the Payment Certificate (as defined herein). Each Payment Certificate shall be reduced as follows:
- 3.3.1. 30% shall be withheld until the Advance Payment is repaid in full (and at which point the Advance Payment Guarantee shall be returned to the Contractor); and
- 3.3.2. 10% shall be withheld as the Retention Amount (as defined herein) and released in accordance with clause 3.4 below.
- 3.4. Subject to clauses 3.1 and 3.2, the Contract Price shall be paid in accordance with the following payment procedure:
- 3.4.1. The Contractor shall submit a payment claim with adequate information for approval by the Employer's Representative by the end of each payment



month for Works completed during the relevant payment month (each a **Payment Claim**).

3.4.2. The Employer's Representative shall issue a certificate for the approved amount of the Payment Claim (less the Advance Payment in accordance with clause 3.2), within Fifteen (15) days of receipt of the Payment Claim (the **Payment Certificate**).

3.4.3. Within Thirty (30) days of receipt of the Payment Certificate, the Employer shall instruct the release of the approved payment from the account for the Project.

3.5. 10% retention shall be held against the value of works executed in each Payment Certificate (the "**Retention Amount**"). The Retention Amount is to be released as follows:

- a) 5% to be released within 1 month of the date of the Completion Certificate; and
- b) 5% to be released upon the completion of the Defects Period (as herein defined).

3.6. The Employer may deduct from amounts otherwise payable to the Contractor any agreed amount due from the Contractor to the Employer and/or the amount of any claim which the Employer may have against the Contractor (whether for damages or otherwise) under or in connection with this Agreement.

4. Performance Security

4.1. Within 7 days of the Effective Date, the Contractor shall provide security for its performance in the form of a signed security cheque dated on the Completion Date in the amount of the Contract Price drawn against the Contractor's account at a reputable bank approved by the Employer (**Performance Cheque**). The Contractor shall also provide evidence of the signatory's authority to sign the security cheque on behalf of the Contractor.

4.2. Within 30 days of the Commencement Date, the Contractor shall provide the Employer with an on demand irrevocable performance bank guarantee from a reputable bank approved by the Employer with an expiry date no earlier than sixty (60) days after the Completion Date for an amount equal to the Performance Cheque (the **Performance Bank Guarantee**). Upon receipt of the Performance Bank Guarantee, the Employer shall return to the Contractor the Performance Cheque.

4.3. The Contractor irrevocably and unconditionally consents to the Employer depositing the Performance Cheque or Performance Bank Guarantee (as the case may be) in the event that the Employer considers that amounts are owed by the Contractor to the Employer which have not been paid within seven (7) days of a written demand notice. The Employer shall retain only that portion of the Performance Cheque or Performance Bank Guarantee equal to the amounts deemed to be owed by the Contractor to the Employer, with the balance to be returned to the Contractor within seven (7) days.



5. Variations

- 5.1. If the Employer instructs the Contractor in writing to perform additional or substituted works not included in the scope of Works (**Variations**), the Variations should be valued by reference to the contract price of this Agreement to calculate the fee payable for the Variation.
- 5.2. For the avoidance of doubt, the Contractor is not entitled to receive any fees for any Variations unless the Employer has agreed to such fee in writing and then only in accordance with the payment terms agreed.
- 5.3. The Contractor will comply with an instruction for a Variation only once the Variation and fee for such Variation has been agreed in writing.
- 5.4. Prior to agreeing a Variation, the Contractor must notify the Employer if such Variation will have an impact on the Programme and provide details of such impact. Subject to the Employer's approval, if the works set out in the Variation will require additional time to undertake, then the Programme shall be extended proportionate to such additional time required.
- 5.5. The agreed fee for each Variation shall be the Contractor's sole entitlement to costs arising from that Variation. For the avoidance of doubt this includes, but is not limited to, all management, overheads, profits, other indirect or time-related costs.

6. Programme

- 6.1. The Contractor shall commence the Works on receipt of written instruction from the Employer to commence the Works (the **Commencement Date**). The mobilisation and works must commence no later than five (5) days from receipt of the Advance Payment.
- 6.2. The Contractor shall provide a detailed programme for the execution of the Works upon signing the Agreement (the **Programme**) to the Employer. The Programme shall fully comply with any requirements and time limits of the Employer and shall incorporate any programme provided to the Contractor by the Employer for the main contractor works for the Project (the **Main Programme**). The Contractor must ensure that the Works, including all testing and cleaning works, and the Programme comply at all times with the Main Programme.
- 6.3. The completion date for the Works shall be 28th April 2022 (the **Completion Date**). Time is of the essence.
- 6.4. The Contractor shall pay daily liquidated damages for any delay to the Completion Date or the Main Programme at a rate of AED Five Thousand UAE Dirhams (AED 5000.00) per calendar day (capped at maximum ten percent (10%) of the Contract Price), if such delays are caused by the Contractor. The Parties intend that this liquidated damages amount constitute compensation and not a penalty and agree that, as at the Effective Date, the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a delay in the Completion Date or the Main Programme.



- 6.5. The Contractor shall attend workshops and meetings with the Employer and/or the Employer's Representative if and when required.

7. Completion

- 7.1. The Contractor shall notify the Employer when it considers that the Works are completed.
- 7.2. If, upon inspection, the Employer considers that the Works are completed in accordance with the Agreement, it shall issue a certificate of completion (the **Completion Certificate**). The Completion Certificate will be issued by the Employer at completion and commissioning of the Contractor's scope of works (as approved by the Employer) and not at the completion of the main contractor's works.
- 7.3. If the Employer does not consider that the Works are completed in accordance with the Agreement, it shall notify the Contractor of the outstanding Works and/or defects and direct the Contractor to complete the outstanding Works and/or remedy the defects within a certain period of time. The Contractor undertakes to remedy the outstanding works and defects within the timeframe stipulated by the Employer at no costs to the Employer. If the Contractor fails to remedy the outstanding works and defects within the stipulated timeframe, the Employer may complete any outstanding works and defects at the Contractor's costs.
- 7.4. If the Employer identifies a defect in the Works and/or product of the Works within twelve (12) months from the date of the Completion Certificate (the **Defects Period**), it shall notify the Contractor of the defects and direct the Contractor to remedy the defects within the Defects Period. The Contractor undertakes to remedy the defects within the Defects Period at no cost to the Employer. If the Contractor fails to remedy the defects within the Defects Period, then the Employer may remedy the defects at the Contractor's cost.
- 7.5. Following completion of the Works, the Contractor must leave the site in a safe and secured condition.

8. Insurance

- 8.1. The Contractor must procure and maintain, at its own sole cost, with a reputable insurance provider, the following insurance coverage:
- 8.1.1. public liability insurance for a minimum coverage level of One Million UAE Dirhams (AED 1,000,000/-) per claim;
- 8.1.2. insurance the Works for a coverage level equivalent to the Contract Price; and
- 8.1.3. workers compensation insurance at the minimum level required by applicable laws in the UAE.
- 8.2. The Contractor shall maintain all insurances referred to at clause 7.1 from the Commencement Date until the end of the Defects Period.
- 8.3. If the Contractor fails to effect or keep in force the insurance required under this clause 8, then the Employer may effect and keep in force any such insurance and



pay the premium as may be necessary for that purpose and from time to time and deduct the amount so paid by the Employer in respect of such premium from any money due to the Contractor or recover the same as a debt due from the Contractor under this Agreement.

9. The Employer's Representative

9.1. The Employer may appoint from time to time a person or legal entity to act as the Employer's representative for the purposes of this Agreement (the **Employer's Representative**).

9.2. The current Employer's Representative is:

Omniyat Concept Investments LLC
P.O. Box 26498
Dubai, United Arab Emirates
Tel: +971 4 511 5000
Fax: +971 4 511 5005
FAO: Peter Stephenson

9.3. All correspondence and notifications to the Employer shall be sent to the Employer's Representative and all correspondence and notifications from the Employer will be sent from the Employer's Representative.

9.4. The Contractor acknowledges and agrees that the Employer's Representative is not a party to this Agreement, that the Employer and the Employer's Representative are not in partnership with each other and there is no relationship of principal and agent between the Employer and the Employer's Representative.

10. Termination

10.1. The Employer may terminate this Agreement:

10.1.1. if the Contractor commits a breach of this Agreement that is not remedied within seven (7) days of notice requiring the Contractor to remedy its breach;
or

10.1.2. on seven (7) days' prior written notice.

10.2. In case of termination under clause 10.1.2 of this Agreement, the Contractor is entitled to receive any costs it has actually, directly and reasonably incurred for the Works up to the date of termination. The Contractor is not entitled to any loss of profit.

10.3. The Contractor acknowledges and agrees that with accepting this Agreement, it consents to the Employer's entitlement to terminate this Agreement pursuant to this clause in accordance with the meaning of consent and mutual consent as contemplated under Articles 267, 268 and 892 of the Federal Civil Transaction Law No. 5 of 1985 (the **Civil Code**) without the need to obtain a court order in accordance with Article 271 of the Civil Code.

10.4. On termination of this Agreement, the Contractor shall without delay:



10.4.1. return to the Employer or dispose of as directed by the Employer any equipment, materials and other things supplied and paid by the Employer for the purpose of carrying out the Works; and

10.4.2. deliver to the Employer all information, data, drawings and documents being the property of the Employer or otherwise relating to the Employer or the Project unless otherwise agreed by the Employer in writing.

11. Confidentiality

11.1. For the purpose of and in connection with this Agreement, all documents, information (oral, written or visual), discussions, negotiations and agreements (present or future), systems, records, files, notes, drawings, prints, samples, advertising materials, products, Projects' financial and technical information, business plans or other plans, operating procedures, inventions, designs, methods, systems improvements, software, intentions, market opportunities, know-how, clients, suppliers, operations, processes, business affairs, customers, marketing information, trade secrets, and other information relating to the business of Employer, the Projects and/or the Works shall be treated as confidential (**Confidential Information**).

11.2. The Contractor agrees:

11.2.1. to keep confidential and in safe custody all Confidential Information and, except as with the express prior written approval of the Employer, not to disclose the same to any third party or otherwise disclose, divulge or make public any Confidential Information;

11.2.2. not to use any Confidential Information for any purpose other than for the performance of the Works;

11.2.3. to limit access to Confidential Information to those of its personnel assigned or engaged to perform the Works and to ensure that its employees and/or other consultants and contractors comply with the obligations of this clause 11 and the Contractor will be liable for any breach of this clause 11 by any of its personnel, employees, officers, contractors and/or consultants; and

11.2.4. to take all measures to ensure that no breach occurs as a result of the Contractor's actions with respect to the secrecy provisions of any agreement between the Employer and any third party and which agreement has been brought to the attention of the Contractor.

11.3. Notwithstanding clause 10.2, the Parties may make such disclosures in relation to the information at clause 10.2 to:

11.3.1. employees, legal advisers, financial advisers, auditors and other consultants of the relevant Party or its related bodies corporate requiring the information for the purpose of this Agreement;

11.3.2. with the consent of the relevant Party who supplied the information;



- 11.3.3. if the information is, at the date of this Agreement, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information;
- 11.3.4. if required by Applicable Law;
- 11.3.5. if strictly and necessarily required in connection with legal proceedings relating to this Agreement; or
- 11.3.6. if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.
- 11.4. A Party disclosing information under clauses 10.2 and 10.3 shall use all reasonable endeavours to ensure that persons receiving the information from it do not disclose the information except in the circumstances permitted at clause 10.3.
- 11.5. The obligations contained in this clause 11 shall survive the expiry or termination of this Agreement.

12. Indemnity

- 12.1. The Contractor shall be liable for and shall indemnify and hold the Employer, the Employer's Representative and their respective employees, agents, officers and representatives harmless for the consequence of any breach, error, omission, lack of care or negligence on the Contractor's part or on the part of its staff, employees, agents, consultants, sub-contractors or representatives in the performance of its duties under this Agreement.
- 12.2. The approval of the Employer, or any relevant authority, on any matter related to the Works shall not in any way absolve or release the Contractor from any such obligation, responsibility or liability.

13. Assignment

- 13.1. The Employer may freely assign or novate this Agreement (or any part thereof) and its rights and obligations hereunder at any time and the Contractor hereby consents to any such assignment or novation.
- 13.2. The Contractor shall not assign or transfer this Agreement (or any part thereof), without the prior written approval of the Employer which shall not be unreasonably withheld.

14. Governing Laws

The Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates as applied in Dubai.

15. Dispute Resolution

- 15.1. Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding its existence, validity or termination (**Dispute**), shall be resolved in accordance with this clause.



- 15.2. In the event of a Dispute, the Party alleging the Dispute shall provide written notice to the other Party giving particulars of the Dispute (the **Notice of Dispute**). Within 10 days of receipt of the Notice of Dispute, the Parties shall attempt to hold a meeting in an effort to resolve the Dispute.
- 15.3. If the Dispute is not settled amicably, irrespective of whether a meeting was held, the Dispute shall, within 30 days of the Notice of Dispute, be referred to arbitration in accordance with the Dubai International Arbitration Centre (DIAC) Arbitration Rules 2007. The seat of the arbitration shall be Dubai, UAE. The language of the arbitration shall be English. The number of arbitrators shall be three (3).
- 15.4. The existence of any Dispute shall not relieve either Party to the Dispute from its obligation to continue to observe and perform each and every term, condition and provision of this Agreement on its part to be so observed or performed, including without limitation in the case of the Contractor its obligation to complete the Works and deliverables and to do so in accordance with the decisions, instructions and orders of the Employer even if the Dispute concerns any of such decisions, instructions or orders.

16. Notices

- 16.1. Any notice, direction or other communication under this Agreement must be:
- 16.1.1. in writing; and
 - 16.1.2. delivered by hand or by registered mail to the address or sent by facsimile to the other Party's address for service set out in the Particulars.
- 16.2. For the avoidance of doubt, any correspondence sent or received via email will not be a valid notice under the Agreement.
- 16.3. A notice is given on the day that:
- 16.3.1. it is delivered to the addressee (with receipt); or
 - 16.3.2. if transmitted by facsimile and a correct and complete transmission report is received, on the day of transmission if it is a Business Day (being a Sunday to Thursday in Dubai excluding official government declared private sector public holidays), otherwise on the next Business Day.
- 16.4. If the notice is received on a day that is not a business day, or after 6pm on a Business Day, the notice will be deemed to have been received on the next Business Day.
- 16.5. The Employer and the Contractor must each notify the other of a change of address.

17. General Conditions

- 17.1. This Agreement constitutes the entire agreement between the Parties and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral. This Agreement fully supersedes and replaces any previous agreements and/or understandings concerning the Works.
- 17.2. The Contractor explicitly understands and confirms that it is working in a live hotel environment and shall execute the Works in a manner to mitigate the impact of the



Works on the operation of that hotel. In this regard the Contractor shall comply with any instruction of the Employer's Representative with respect to the methodology or the timing of the Works in order to ensure full hotel operability and guest satisfaction. The Contractor shall have no entitlement to any extension time or costs with respect to these instructions.

- 17.3. The invalidity, illegality or unenforceability of any term, condition or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 17.4. A variation of any term of this Agreement must be in writing and signed by the Parties.
- 17.5. If the Agreement provides for standards of quality or other obligations in an inconsistent manner, then the highest standard or most onerous obligation must be undertaken.

17. Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of documents shall be in accordance with the following sequence:

- (a) This Contract Agreement,
- (b) Appendix 1: Employers Requirements
- (c) Appendix 2: The Drawings and Specifications;
- (d) Appendix 3: The Contractor's Final Offer.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.



Executed as an agreement on the Effective Date.

SIGNED FOR AND ON BEHALF OF
Sky Palaces Real Estate Development
LLC

On

by

ISHAN GARGA

Authorised Signatory's Name

Authorised Signatory

MARK PHOENIX

Authorised Signatory's Name

Authorised Signatory



SIGNED FOR AND ON BEHALF OF
TSSC Kitchen & Laundry Equipment
Trading LLC

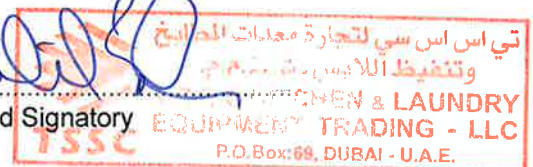
On

by

Rashed Bakhari

Authorised Signatory's Name

Authorised Signatory



Authorised Signatory's Name

Authorised Signatory



APPENDIX 1
Employers Requirements



PLOT 18
Hotel Food & Beverage, Laundry & Housekeeping
and Waste Management Equipment
Supply and Installation Works

- Employer's Requirements -



The Contractor's Scope of Works includes the supply and installation of the Hotel Food & Beverage, Laundry & Housekeeping and Waste Management Equipment in line with this Scope of Works and the Detail Design Drawings and Specifications attached to Appendix Nr 02

The Contract Price is a lump sum fixed price for any works required to complete any supply, procurement and installation Works as detailed in the Drawings and Specifications in Appendix 2.

The Scope includes for any other works or materials required to complete the Works in line with the Drawings and Specifications included in Appendix Nr 02.

The Contractor is responsible to coordinate its works with the Main Contractor and its fit-out subcontractor for its material deliveries and installation, as necessary. The Contractor must ensure the necessary third party works, including joinery, MEP and required provisions are in place to allow it to undertake its works.

The Contractor shall be fully responsible to provide its own required attendances and preliminaries as required to complete its Works. The civil works and MEP works will be completed by the Main Contractor, the water and electricity will be provided by the Main Contractor, and the vertical lift will be shared with the Main Contractor, all of which require the Contractor's coordination.

The Contractor has fully inspected the Site, completed detailed surveys and studies, has obtained all existing design/engineering information necessary to coordinate its Works, not limited to MEP, architecture and ID, and is fully aware of the extent and status of the Site.

The Contractor shall ensure to achieve the design intent shown in Appendix 02.

The Contractor Scope will include any drawings and design submissions required to obtain Authorities approvals.

The Contractor shall complete any testing and commissioning required to complete the Work.

Any materials intended to be used in the Project shall be submitted to the Employer for approval prior to procure and install them. Mock-ups shall be also installed to the satisfaction of the Employer and to allow the final approval of materials and construction details.

The Employer has right to select alternative materials and any cost reduction shall be fully credited as a value engineering to the Employer.

The Contractor explicitly understands and confirms that it is working in a live construction environment and shall execute the Works and coordinate with the Main Contractor in a manner to not impact of the Works of the hotel. . The Contractor shall have no entitlement to any extension time or costs with respect to these instructions.



The Contractor is responsible for bringing all shop drawings up to 'A' status approval as the Contract works proceed and prior to completion of the Project. The Contractor will update these drawings periodically to maintain an "as installed" set of record drawings.

The approved As Built drawings will be issued to the Employer's Representative by the Contractor on the agreed completion date.

1. Employer	<ul style="list-style-type: none"> - 3 No full size bound paper copies - 3 No A3 bound paper copies. - 3 No CD electronic copies
2. Employer's Representative	<ul style="list-style-type: none"> - 2 No full size bound paper copies - 2 No A3 bound paper copies - 2 No CD electronic copies

The Contractor will provide the Employer with A0 / A1 Vista-plan drawing hangers and wheeled racks to allow two sets of drawings to be retained by Clients Facilities Manager and one set by the Client. The Vista plan racks will remain the property of the Employer.

The electronic copies will be provided in CD formatted in AutoCAD. Where drawings have not been drawn in AutoCAD the Contractor shall electronically scan these drawings and insert them as PDF files. The electronic information is to be logically filed on separate CD's to provide:

- (1) Consultants Architectural Drawings.
- (2) Consultants Structural Drawings.
- (3) Consultants MEP Drawings.
- (4) Contractors Shop Drawings.
- (5) Sub-Contractors Shop Drawings.
- (6) Statutory Approved Drawings.
- (7) Utility Authority Approved Drawings.

For the avoidance of doubt, the "As-Built" drawings will include also the part of the "Existing Works"



3 Operation and Maintenance Manuals

The Contractor is responsible for the preparation of fully indexed and cross-referenced O&M Manuals from the out-set of the Contract. Refer to the Technical Specifications for the detailed requirements for each O & M Manual.

The Contractor shall update the O&M Manuals periodically to maintain a set of "as installed" record documents.

The Quality Managers duty shall include the responsibility for compiling the O&M Manuals for each trade included in the Works incorporating all approved documents relative to the proper operation and maintenance of the building on completion. This duty shall include obtaining the following details from all manufacturers and suppliers for incorporation into the O & M Manual:

- (1) Recommended cleaning methods, agents and detergents.
- (2) Recommended operational procedures.
- (3) Recommended maintenance requirements.
- (4) Recommended list of spare parts for a 12 months maintenance period, including a list of ex-factory costs.

The Contractor shall utilise the above information and provide a Planned Preventative Maintenance Schedule advising the Employer how to operate and maintain the installed plant and equipment following the issue of the Taking-Over Certificate in accordance with a fully indexed set of manufacturer's instructions that will be designed to allow the Employer to operate, service and maintain the Works whilst observing, protecting and maintaining the warranties issued for such materials, plant and equipment.

The Contractor shall submit all the O&M Manuals 8 weeks prior to programme completion date for approval by the Employer's Representative.

The Contractor will issue the approved O&M Manuals to the Employer's Representative on the agreed completion date.

The Contractor shall provide the following number and type of copies of the O & M Manual:

- | | |
|----------|--|
| Employer | - 3 No. paper copies |
| | - 3 No. CD electronic copies (Adobe Acrobat PDF files) |

The paper copies shall be A4 size and bound into loose leaf plastic ring binders with a front pocket. The Contractor will indicate the volume number, the discipline i.e Architectural, Structural, MEP, other.

The manuals are to be delivered to the Employer's Representative in new aluminium chests that will remain the property of the Employer.

The O & M Manuals will contain colour copies of all manufacturers' product and maintenance literature. Black and white copies of these documents will not be accepted.

The O & M Manuals will contain the original plus copies of the following documentation:

- (a) MEP System commissioning certificates.
- (b) List of Warranties and guarantees provided.
- (c) Plant and Equipment Warranties / guarantees provided.



(d) Spare parts list, component reference number, supplier and cost.

4) Defects

The objective of the Contractor shall be to deliver a defect free Project on completion of the Works.

The Contractor shall implement his own progressive defective works inspection regime on site to allow the Project to be handed over defect free. This requirement will be an important part of the Contractors pro-active project specific quality plan.

The Employer's Representative will issue a final list of defects for the architectural, structural and MEP works.

Subject to the type of defect, the Contractor will be required to clear and have the Employer's Representative sign off all defects within 60 days of date of the Taking-Over Certificate.

5) Warranties

The Contractor is obliged to provide a minimum 12-month warranty for the whole of the Works commencing from the date of the Taking Over Certificate. The Contractor must however provide the equipment warranties in accordance with the drawings and specifications.

The Contractor is obliged to provide a set of 'Extended Warranties' in accordance with the Technical Specifications.

The Contractor will provide a schedule of all the Warranties provided under the Contract to the Employer's Representative for review 8 weeks prior to the agreed completion date. The Warranties are to define:

- (1) The period of the warranty.
- (2) The commencement date of the warranty.
- (3) The expiry date of the warranty.
- (4) The workmanship, materials, plant and equipment warranted.
- (5) Any specific requirements defined in the Technical Specifications.

The format of the warranties shall be the standard format provided by the Contractor, subcontractors and suppliers.

6) Asset Management

The Contractor is to provide the Employer asset management information as part of the Contract requirements.

The Contractor shall follow the formal provided by the Employer's Representative and shall provide all the requested asset information prior to Taking Over Certificate being issued.

7) Commissioning Program

The Contractor is required to submit detailed system commissioning programmes to the Employer's Representative with copy to the Employer's Representative prior to the commencement of the commissioning of the equipment. The Contractor shall assign a Commissioning Manager to oversee the commissioning activities starting from Shop Drawings and commissioning programme preparations until final handing over with a support from the commissioning team. All commissioning activities are to be managed by the Commissioning Management Company.

Plot 18
Hotel F&B, Laundry & Housekeeping and Waste
Management Equipment



These programmes are to be supported by an overall commissioning strategy supplemented by detailed system commissioning Method Statements.

The commissioning regime shall be based on a "Cause and Effect" strategy.

8) Testing and Commissioning

The Contractor shall complete the testing and commissioning (T&C) of all the system.

The Employer will be invited to attend any such T&C and the final report shall be submitted for the Employer's Approval

9) Staff Training

Within the commissioning programme the Contractor is to include a series of staff training and demonstration activities for the benefit of the Building Operator. The Staff Training is to be incorporated in the Works prior to completion.

There shall be a minimum of 4 No training sessions for each of the systems and the group of training activities shall be split as follows:

- (1) 2 No Training Session for Management and Supervision.
- (2) 2 No Training Session for operatives / operations group.

The Contractor shall issue a detailed training schedule prior to the Completion date to the Building Operator through the Employer's Representative and the same to be in conjunction with the commissioning programme for the Works.

The Contractor shall submit a training manual prior to the scheduled training date for each MEP system, this training manuals shall be reviewed by the Employer's Representative / Building Operator and the Contractor to comply with their comments if any.

The Staff Training shall cover the general operation and maintenance of the materials, plant and equipment.

The Contractor is to allow the Building Operator to attend the commissioning, testing, calibration and handover sequences for the plant and equipment to permit familiarisation of the operation, servicing and maintenance of the plant and equipment installed during the commissioning of the Works.

10) Local Authorities

Dubai Properties Group ("the Master Developer") has published several documents in relation to the development of Business Bay for reference and compliance by all third-party developers (ie the Employer) and their various appointed agents, consultants and contractors.

It is the responsibility of the Contractor to be fully familiar with all Dubai Properties Group documents, contemporary or otherwise, and comply with relevant procedures and requirements contained therein.

It is the responsibility of the Contractor to be fully familiar with all rules and regulations prescribed by the Local Authorities and comply with them accordingly.



Hotel F&B, Laundry & Housekeeping and Waste Management Equipment

Contractor shall provide all necessary documentation, coordination, inspections, and assistance, as required, for all necessary authority approvals. Contractor is responsible to undertake the Works in accordance with all authority requirements.

11) Progress Management**11.1 Progress Meetings**

The Contractor shall attend weekly Progress Meetings with the Employer's Representative to report the progress of the design, procurement and construction of the Works. Every Sunday, the Contractor shall submit a detailed progress report supported by an updated programme for the preceding the week. The report shall describe:

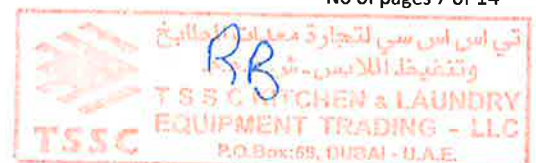
- (1) Design information required
- (2) Procurement Status
- (3) Approval of Submittals
- (4) Progress of Works
- (5) Coordination Issues
- (6) Programme Review
- (7) Mitigation of Delays
- (8) Health & Safety

In addition to the updated programme, the Contractor shall submit a two weeks Look-Ahead Programme which shall reflect the completed work of the past two weeks and the planned work for the current and following fortnights together with the required resources.

11.2 Monthly Progress Report

On the first Thursday of every month, the Contractor shall submit a detailed Monthly Progress Report for the preceding month. The Monthly Progress Report shall include the following information related to the Project as a minimum:

- (a) Executive Summary
- (b) Progress of the Works
 - (1) Summary the progress of the Works
 - (2) Contract commencement date
 - (3) Contract completion date
 - (4) Forecast completion date
 - (5) Reasons for delay and actions taken to mitigate the delay
 - (6) Extension of time requested/awarded
- (c) Health And Safety
 - (1) Summary of Safe Man Hours Worked
 - (2) Other key statistics
 - (3) Summary of LTIs and other occurrences
- (d) Environment
 - (1) Summary of Green Building Accreditation



Hotel F&B, Laundry & Housekeeping and Waste Management Equipment

- (2) Narrative of completed prerequisites and credits
- (3) Narrative of outstanding prerequisites and credits
- (4) Summary of CEMP compliance and implemented measures
- (e) Procurement
 - (1) Tender Event Schedule
 - (2) Shop Drawing Production and Approval
 - (3) Long lead procurement schedule
- (f) Design
 - (1) Shop Drawing and Material Submittal Status
 - (2) Outstanding approvals
 - (3) NCR
 - (4) First In Place and Mock-Up Approval Schedule
- (g) Key information required in the next 4 weeks
 - (1) Design Information
 - (2) Employer's Representatives Instructions
 - (3) Other
- (h) Authority Approvals
- (i) Outline Statement of Final Account
- (j) Schedule of Employer's Representatives Instructions
- (k) Schedule of Provisional Sums
- (l) Payments
- (m) Appendix A - Current Construction Programme
- (n) Appendix B - Current Commissioning Programme
- (o) Appendix C - Cumulative labour return
- (p) Appendix D - Cumulative plant and equipment return
- (q) Appendix E - Schedule of Subcontractors employed on site
- (r) Appendix F - Progress photographs

11.3 Progress Photographs

The Contractor shall arrange for progress photographs to be taken in digital format by a professional photographer and incorporate these into the Progress Report.

The Contractor shall arrange to take the following photographs at monthly intervals to support their Monthly Report:

- (1) 6No photographs from the same locations (agreed with the Employer's Representative) outside the building depicting the progress of the building elevations.
- (2) Photographs from the same locations within the Project depicting the progress key area of the Project. The locations are to be agreed with the Employer's Representative prior to commencement.



- (3) A set of miscellaneous photographs depicting the progress of the works of key trades and other key matters related to the progress of the works.

11.4 Daily Reports

The Contractor shall submit a Daily Report for the preceding day every working day by 10am. These reports shall contain details of the following:

- (a) Daily Labour Returns for the Contractor and Subcontractors
- (b) Daily Construction Plant and Equipment Returns (in particular the arrival and departure dates)
- (c) Daily Delivery Schedule (e.g. bulk deliveries or key plant and equipment)

11.5 Site Diary

The Contractor shall keep a daily site diary to record general progress and any significant events, the number of personnel and list of subcontractors on-site, temperature and weather conditions, meetings, visits and inspections, delays, unusual events and accidents.

The original copy of the site diary shall be available for inspection by the Employer's Representative at any time without notice.

The Contractor shall submit to the Employer's Representative copies of the daily diary in part or in full, if directed.

The Site Diary shall record the following information as a minimum:

- (1) List of Sub-Contractors at the Site
- (2) List of separate Contractors at the Site
- (3) Number of personnel on-site
- (4) Accidents, Near miss events, lost time reports, HSE inductions, tool box talk items etc
- (5) Temperature range, rainfall and general weather conditions
- (6) Instructions, orders and requests by any relevant Service Authorities
- (7) Meetings and significant decisions
- (8) Industrial staff requirements and actions
- (9) Services connected and disconnected
- (10) Equipment tests and commissioning
- (11) Partial completions and occupancies.
- (12) Any Unusual events, any visits by authorities, inspectors, Owner's etc
- (13) Stoppages, delays, shortages, losses
- (14) Emergency procedures and orders

11.6 Construction Programme Updates

The Contractor shall update the Construction Programme to reflect progress, and in the event of an unforeseen event, shall submit the updated programme to the Employer's Representative and the Employer's Representative within two days of the data date of the updated programme. The Contractor shall submit updates for the Construction Programmes on the following basis:



- No of pages 10 of 14
- تي اس اس سي لتجارة معدات المطابخ
وتنظيف الملابس - ش.ذ.م.م.
T S C KITCHEN & LAUNDRY
EQUIPMENT TRADING - LLC
P.O.Box:69, DUBAI - U.A.E.

All Requests for Information are to be issued to the Employer's Representative.

12.2 Transmittals / Submissions

All Transmittals / Submissions are to be issued to the Employer's Representative who will redistribute to other consultants as and when required. Any Transmittal/Submission shall be made both in hard and soft copy.

Prior to the commencement of the Works, the Contractor shall submit for approval details of the proposed materials, sources of all materials, and place of manufacture together with full documentary evidence that the materials and manufacture comply with the Specification

Further submissions shall be made for any change of material quality or source and the Employer's Representative's approval obtained before the new materials or place of manufacture are used in the Works.

Separate codes and sequential numbers are to be used for the transmittals and submittals:

- | | | | |
|------|------|---|--|
| (1) | SCAR | - | Subcontractor Approval Request. |
| (2) | MAR | - | Material Samples, Technical Information and Product Data |
| (3) | DWG | - | Shop Drawings and Schedules |
| (4) | WMS | - | Work Method Statement |
| (5) | RFI | - | Request for Information |
| (6) | WIR | - | Work Inspection Request. |
| (7) | QAQC | - | Control Panels and Mock Ups |
| (8) | TEST | - | Inspection and Test Results |
| (9) | PROG | - | Programmes |
| (10) | CERT | - | Certificate / Verification for Performance /Warranty |
| (11) | ABD | - | As Built Drawings |
| (12) | O&M | - | O&M Manual |

The transmittal type will be preceded by the Project No. and followed by the sequential number, for example:
3000/RFI/001

12.3 Approval Status Regime

All drawing, material, method statement and specification transmittals will be approved in accordance with the following regime:

Review Status	Action
(A) No Objection	Contractor may proceed to procurement, fabrication, installation and construction.
(B) No Objection with comments	Contractor may proceed to procurement, fabrication, installation and construction incorporating the Employer's Representatives comments.
(C) Rejected	Contractor to resubmit for approval following Incorporation of the Employer's Representatives comments prior to proceeding with the Works.

12.4 Number of Copies for Approval

Unless otherwise requested by the Employer's Representative, The Contractor shall submit to the Employer's Representative the follow number of copies for approval:

Plot 18
Hotel F&B, Laundry & Housekeeping and Waste
Management Equipment



- a) Shop Drawings - 4 No. paper copies-1 No. CD formatted for AutoCAD
- b) Product Data - 4 No Paper indexed and bound copies
- c) Samples - 2 No labelled samples (labels to be on rearside)
- d) Composite - 4 No. paper copies
- e) Coord. Drawings - 1 No. CD formatted for AutoCAD.

Where the Contractor is connected to the BIW system the Contractor may issue the electronic copies through the electronic system. This condition does not relieve the Contractor from submitting the paper copies specified above.

13) Defects

The Contractor is required to adopt a positive attitude towards the treatment of defects.

During the construction phase the Quality Manager will be responsible for the generation of Corrective Action Request and Non-Compliance Reports.

The Contractors objective shall be to deliver the Project on the completion date defect free. In order to achieve this position the Contractor shall introduce a system of staged checklists and all stage defects shall be corrected as an ongoing process.

The Contractor shall not release subcontractors from the Works until their work has been thoroughly inspected by the Contractors own management and then offered to the Employer's Representative for inspection.

The Quality Manager will be responsible for the collation of all defects lists issued by the Employer's Representative in the agreed format supervising the remedial works and obtaining the Employer's Representative's re-inspection and signoff.

The Contractor is referred to the Employer's Requirements sections for As Built Drawings and O & M Manuals.

14) Non-Conformance

In the case where the Contractor fails to comply with any aspect of the Contract the Employer's Representative will be obliged to request that this non-conformance is addressed by the Contractor in a specified timeframe.

The initial failure will receive a verbal request to rectify the non-conformance. If this request is ignored the Employer's Representative will issue a Corrective Action Request (CAR) - Yellow Card.

Should the Contractor fail to comply with the CAR in the designated time the Employer's Representative will issue a Non-Conformance Request (NCR) - Red Card. The value of the works affected by the NCR shall be assessed by the PQS and the next interim valuation shall be adjusted by this amount until such time as the NCR is corrected.

15) Samples

Where required in the Specifications, the Contractor shall submit these control samples of products and materials, sections, components and finishes, indicating colour, gloss, pattern, texture and the like.



Hotel F&B, Laundry & Housekeeping and Waste Management Equipment

The Contractor shall label and digitally photograph each samples to submittal sheet or mark each sample stating the product name, manufacturer's reference number, name of colour, contact details and date, and cross reference to transmittal number.

Unlabelled samples will not be accepted by the Employer's Representative.

Where finishes are subject to variation, each sample shall be a set of three samples indicating the typical finish and the limits of variation:

- (a) The Employer's Representative will retain two samples and return the other to the Contractor.
- (b) The Contractor shall keep its control samples on-site in a secure samples room or cupboard.
- (c) Control samples of finishes shall be applied to substrates similar to the actual substrates where practicable.
- (d) The Contractor shall provide additional samples where required for testing.
- (e) The Contractor shall pay costs of delivering samples to and from the Employer's Representative's office.
- (f) The Employer's Representative will take reasonable care but will not be responsible for any loss or damage to submitted samples.
- (g) The Contractor shall replace any lost or damaged samples and resubmit.
- (h) Where required in the Specifications, the Contractor shall submit sample panels of the Work, to establish the quality standard for installed work, before proceeding with the remainder of the Work.
- (i) Sample panels may be incorporated into the finished work unless indicated in the Contract Specifications as not to be incorporated. Where not incorporated in the finished work, the Contractor shall dismantle and remove the sample panel when the remainder of the related work has been completed.
- (j) The Contractor shall record the position of approved sample panels and maintain access during the relevant work. The Contractor shall maintain sample panels protected from damage.
- (k) Where required in the Specifications, the Contractor and the Employer's Representative shall inspect the first installed example of each type of work, and any non-standard parts, to establish the quality standard for installed work, before proceeding with the remainder of the Work.
- (l) The Contractor shall give the Employer's Representative sufficient notice for on-site inspections of the first installed example of each type of work.
- (m) First installed examples shall be complete and finished in every respect.
- (n) First installed examples shall be of adequate size to demonstrate all typical details, and not less than the area indicated in the Specifications.

When approved, first installed examples shall become the standard of quality, appearance and colour of the remaining work. Subsequent finished work shall match approved first installed examples in every respect

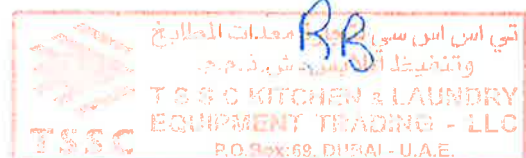


16) Site Security

The Contractor is responsible to protect and secure its own Works, equipment and material.

17) Final Clean

10 days prior to the Completion of the Works, the Contractor shall complete a Sparkle Clean of the entire unit.
The Sparkle Clean shall be made by a specialized sub-contractor



APPENDIX 2
Drawings and Specifications



SL NO.	DRAWINGS REGISTER
	FONDUE DRAWINGS
	LEVEL 2
1	FND.1614.02.100.00
2	FND.1614.02.101.00
3	FND.1614.02.102.00
4	FND.1614.02.103.00
5	FND.1614.02.104.00
6	FND.1614.02.201.00
7	FND.1614.02.202.00
8	FND.1614.02.203.00
9	FND.1614.02.204.00
10	FND.1614.02.205.00
11	FND.1614.02.301.00
12	FND.1614.02.302.00
13	FND.1614.02.303.00
14	FND.1614.02.304.00
15	FND.1614.02.401.00
16	FND.1614.02.402.00
17	FND.1614.02.403.00
18	FND.1614.02.404.00
19	FND.1614.02.FB.SCH.001.00
20	FND.1614.02.FB.SCH.001.01
	LEVEL 4
1	1614.L4.100.04
2	1901-FON-K-B-3002S-00
3	DC Dubai ADD Display Kitchen
4	FND.1614.L4.100.00
5	FND.1614.L4.100.01
6	FND.1614.L4.100.02
7	FND.1614.L4.101.00
8	FND.1614.L4.101.01
9	FND.1614.L4.101.02
10	FND.1614.L4.102.00
11	FND.1614.L4.102.01
12	FND.1614.L4.102.02
13	FND.1614.L4.103.00
14	FND.1614.L4.201.00
15	FND.1614.L4.301.00
16	FND.1614.L4.301S.00
17	FND.1614.L4.302.00
18	FND.1614.L4.303.00
19	FND.1614.L4.401.00
20	FND.1614.L4.401S.00
21	FND.1614.L4.402.00
22	FND.1614.L4.403.00
23	FND.1614.L4.FB.SCH.001.00
24	FND.1614.L4.FB.SCH.001.01
25	FND.1614.L4.FB.SCH.001.02

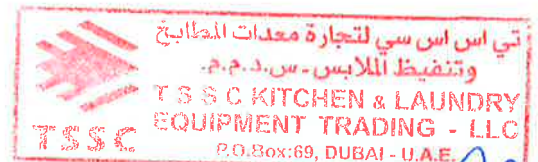


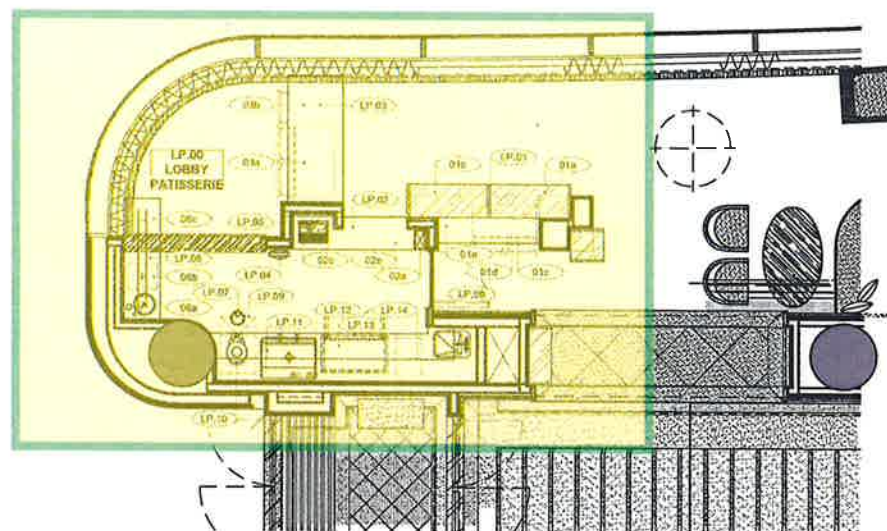
SL NO.	DRAWINGS REGISTER
26	G&B ADD Wine Cabinet Details 410
27	G&B ADD Wine Cabinet Details 411
28	G&B ADD Wine Cabinet Details
29	SEFR Calculation Sheets
	ID SHOP DRAWINGS (for coordination only)
1	BI-ID-SD-L2-00118_01_E_B
2	BI-ID-SD-L2-00134_00_E_B
3	Final (WF-023841) BI-DWG-SUB HOTEL LEVEL-02, LOBBY TEA GALLERY
4	Final (WF-024403) BI-DWG-SUB ID Drawings Submission - Level- 04-ADD Coffee Bar
5	Final (WF-027472) Shop Drawings for Level-02 Lobby and Level 04- Coffee Bar-Joinery
6	Final (WF-028190) BI-DWG-SUB ID Drawings Submission- Hotel Level -02 Lobby Pantry
7	Final (WF-032288) BI-DWG-SUB ID Drawings Submission - Level- 04-ADD Coffee Bar
	G&B Drawings(for coordination only)
1	GB-OMN-HTL-DETAILS-DD-LOBBY.pdf
2	GB-OMN-HTL-PLAN DD-LOBBY A0-100-1.50.pdf
3	GB-OMN-HTL-SECT-DD-RECEPTION.pdf
4	GB-OMN-HTL-SECT-DD-TEA GALLERY.pdf
5	2019 12 20-GB-OMN-HTL-SECT-DD-RESTAURANT-LV4&5-DINING AREA ELEVATIONS
6	20191220 HTLSECTDD-RESTAURANT-LV4&5-DINING AREA
	SPECIFICATION
1	FND.1614.GEN.SPC.001.00 - Food & Beverage,Laundry&Housekeeping & Waste Management Equipment Generic Standards- 00
2	FND-1614-04-FB-SPC-001-00 Foodservice Equipment Itemized Specifications
3	FND-1614-04-FB-SPC-002-00 Foodservice Equipment Itemized Specifications
4	FND-1614-02-FB-SPC-001-00 Foodservice Equipment Itemized Specifications
5	FND-1614-02-FB-SPC-002-00 Foodservice Equipment Itemized Specifications



OMNIYAT-DORCHESTER COLLECTION DUBAI
DRAWING LIST
LEVEL 04-HTL-ADD
100% DD REVISION A
2020.11.14

PROJECT CODE	DESIGNATION	N° PLAN	PHASE	SCALE	DATE	INDEX
GB-OMNIYAT DORCHESTER- HOTEL-ALL DAY DINING						
LIFT LOBBY LAYOUTS-100						
GB_OMNDOR_HTL	GENERAL & SETTING LAYOUTS	L04-ADD-LL-100	DD	1/100@A0	2020.11.14	
DINING AREA LAYOUTS-100						
GB_OMNDOR_HTL	GENERAL LAYOUT Part 01	L04-ADD-DA-100	DD	1/20@A0	2020.11.14	
GB_OMNDOR_HTL	GENERAL LAYOUT Part 02	L04-ADD-DA-101	DD	1/20@A0	2020.11.14	
GB_OMNDOR_HTL	SETTING LAYOUT Part 01	L04-ADD-DA-102	DD	1/20@A0	2020.11.14	
GB_OMNDOR_HTL	SETTING LAYOUT Part 02	L04-ADD-DA-103	DD	1/20@A0	2020.11.14	
GB_OMNDOR_HTL	FLOOR LAYOUT Part 01	L04-ADD-DA-104	DD	1/20@A0	2020.11.14	
GB_OMNDOR_HTL	FLOOR LAYOUT Part 02	L04-ADD-DA-105	DD	1/20@A0	2020.11.14	
GB_OMNDOR_HTL	CEILING LAYOUT Part 01	L04-ADD-DA-106	DD	1/20@A0	2020.11.14	
GB_OMNDOR_HTL	CEILING LAYOUT Part 02	L04-ADD-DA-107	DD	1/20@A0	2020.11.14	
DINING AREA SECTIONS-200						
GB_OMNDOR_HTL	ELEVATIONS EE'	L04-ADD-DA-204	DD	1/20-1/75@A0	2020.11.14	
GB_OMNDOR_HTL	ELEVATIONS GG'	L04-ADD-DA-206	DD	1/20-1/75@A0	2020.11.14	
GB_OMNDOR_HTL	ELEVATIONS HH'	L04-ADD-DA-207	DD	1/20-1/75@A0	2020.11.14	
GB_OMNDOR_HTL	ELEVATIONS II'	L04-ADD-DA-208	DD	1/20-1/75@A0	2020.11.14	
GB_OMNDOR_HTL	ELEVATIONS JJ'	L04-ADD-DA-209	DD	1/20-1/75@A0	2020.11.14	
GB_OMNDOR_HTL	ELEVATIONS KK' LL' MM' PP'	L04-ADD-DA-210	DD	1/20-1/75@A0	2020.11.14	
DETAILS-300						
GB_OMNDOR_HTL	WAIT/ POS STATION	L4-ADD-408	DD	1/10-1/2@A0	2020.11.14	
GB_OMNDOR_HTL	WAIT STATION/ DISPLAY TABLE	L4-ADD-409	DD	1/10-1/2@A0	2020.11.14	
GB_OMNDOR_HTL	SERVICE STATION	L4-ADD-412	DD	1/10-1/2@A0	2020.11.14	
GB_OMNDOR_HTL	GLASS PARTITION AT SHOW KITCHEN	L4-ADD-413	DD	1/10-1/2@A0	2020.11.14	



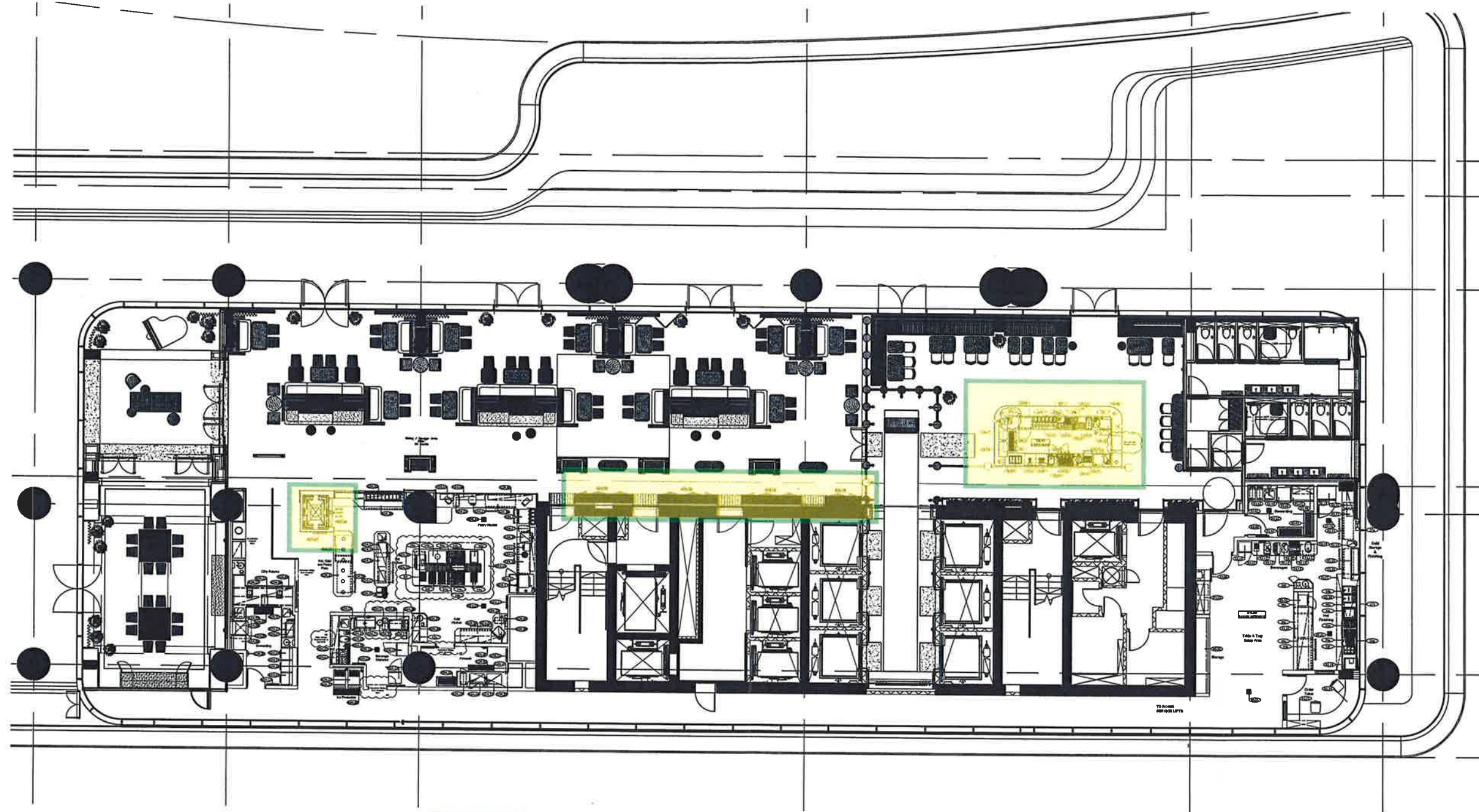


Contractor's Scope of Works

- LP.01 1 Refrigerated Display Counter comprising:
- 01a 1 Glass Display Case with Low Velocity Chilled Air
- 01b 1 Glass Display Case with Low Velocity Chilled Air
- 01c 1 Working counter with Stone Top
- 01d 1 2 Drawer Undercounter Refrigerator
- 01e 1 Storage Cupboard and Control Panels
- LP.02 1 Service counter with Stone Top comprising:
- 02a 1 Refrigeration Line Rise
- 02b 1 Storage and Packaging Drawers
- 02c 1 Cash Payment Drawer and Storage
- LP.03 1 Pastry Working Counter with Stone Top comprising:
- 03a 1 4 Drawer Undercounter Refrigerator
- 03b 1 Drawers with Socket Outlets
- LP.04 1 Wall Mounted Insect Destroyer
- LP.05 1 Payment System (by others)
- LP.06 1 Storage Counter comprising:
- 06a 1 Underlark Wash Hand Basin with Electronic Tap
- 06b 1 Sink Drawer
- 06c 1 Storage Area
- LP.07 1 Floor Gully
- LP.08 1 Sink Counter with Stone Top comprising:
- 08a 1 Sink Bowl with Mixer Tap
- 08b 1 Sink Drawer
- 08c 1 Recess for Undercounter Refrigerator
- 08d 1 Storage Cupboard with knock out drawer
- 08e 1 Cupboard for Milk Dispense
- 08f 1 Recess for Ice Machine
- LP.09 1 Undercounter Ice Machine with Water Filtration Unit
- LP.10 1 Automatic Grinder
- LP.11 1 Undercounter Refrigerated Milk Dispenser
- LP.12 1 2 Group Semi Automatic Coffee Machine with Water Filtration Unit
- LP.13 1 Undercounter Beverage Refrigerator
- LP.14 1 Run of Open Heated, Refrigerated and Ambient Wall Cupboards





CLIENT: EMIRAT		 FORNUE CONSULTANTS Office 407, 4th Floor, Deira House, Deira City PO Box 215879, Dubai, United Arab Emirates E: info@fndc-group.com W: www.fndc-group.com		
OPERATOR: DORCHESTER COLLECTION				
PROJECT TITLE: THE DORCHESTER COLLECTION DUBAI BUSINESS BAY, DUBAI, UNITED ARAB EMIRATES				
DRAWING TITLE: GENERAL ARRANGEMENT OF EQUIPMENT LOBBY PATISSERIE - LEVEL 02				
DRAWING NUMBER: FND.1614.02.104.00		REVISION DATE: 17th November 2016	REVISION NO: 00	DRAWING SIZE: A1
CAD REFERENCE: FND.1614.02.100		DRAWN BY: MG	APPROVED BY: MB	SCALE: 1:50
REV No.	Revision Date	Revision Description		
00	01.11.16	Issued for review and discussion		
DRAWING NOTES * THE DRAWING IS THE PROPERTY OF THE CLIENT. NO UNAUTHORIZED USE OR REPRODUCTION IS PERMITTED WITHOUT THE CONSULTANT'S PRIOR APPROVAL. * THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECTS. * ALL DIMENSIONS AND MATERIALS SHALL BE AS SPECIFIED. * ALL DIMENSIONS AND MATERIALS SHALL BE AS SPECIFIED. * THIS DRAWING IS TO BE USED IN CONJUNCTION WITH OTHER RELEVANT ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS. * ALL DIMENSIONS INDICATED TO BE ADJUSTED OR NOT PRIOR TO APPROVAL OF THE CONSULTANT. * ALL DIMENSIONS ARE TO BE PROVIDED TO THE CONTRACTOR FOR THEIR USE AND TO BE OBTAINED BY CONTRACTORS.				



Contractor's Scope of Works



CLIENT:  NIYAT		 FOMHE CONSULTANTS Office 102, 10th Floor, Deira House, Deira City P.O. Box 111575, Dubai, United Arab Emirates E: info@fomhe-group.com W: www.fomhe-group.com		
OPERATOR: DORCHESTER COLLECTION				
PROJECT TITLE: DORCHESTER COLLECTION DUBAI BUSINESS BAY, DUBAI, UNITED ARAB EMIRATES				
DRAWING TITLE: OVERALL LOCATION PLAN FOR LEVEL 04				
DRAWING NUMBER: 1614L4.100		REVISION DATE: 31st March 2020	REVISION NO: 02	DRAWING SIZE: A1
CAD REFERENCE: 1614L4.100.00		DRAWN BY: SV	APPROVED BY: MB	SCALE: 1:100
REV No.	Revision Date	Revision Description		
02	31.03.2020	Operator Comments received on 30.3.20 incorporated		
DRAWING NOTES				
<ul style="list-style-type: none">THE DRAWING IS THE PROPERTY OF THE CLIENT. NO UNAUTHORIZED USE OR REPRODUCTION IS PERMITTED WITHOUT THE CONSULTANT'S PRIOR APPROVAL.DIMENSIONS ARE TO BE TAKEN AS SHOWN ON THE DRAWING AND TO BE VERIFIED ON SITE.ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN ON THE DRAWING AND TO BE VERIFIED ON SITE.ALL LEVELS ARE IN METERS UNLESS OTHERWISE INDICATED.THE DRAWING IS TO BE USED IN CONJUNCTION WITH OTHER RELEVANT ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS.ALL DIMENSIONS INDICATED TO BE ADJUSTED ON SITE PRIOR TO APPROVAL OF THE CONSULTANT.ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN ON THE DRAWING AND TO BE VERIFIED ON SITE.				

APPENDIX 3
Contractors Final Offer





تي اس اس سي لتجارة معدات المطابخ وتنظيف الملابس - ش ذ م م
TSSC Kitchen & Laundry Equipment Trading LLC

Ref: DCD/KLE/15I21/YR/MTS/BOQ007
17th November 2021

Mr. Tiago Marques da Gama
Project Manager
Omniyat
Plot BB.B03.018 Site Office, Dubai United Arab Emirates
M +971 56 501 5887 T +971 4 511 5000
Email: tiago.dagama@omniyat.com

Project : Dorchester Collection, Dubai
Package : Supply & Installation of Kitchen Equipment
Subject : Kitchen Equipment Offer

Dear Sir,

Further to your request, we are pleased to submit our offer with ref # DCD/KLE/15I21/YR/MTS/BOQ007 dated 17th November 2021.

We have also attached our General Notes & Terms of Tender Offer ref. DCD/KLE/15I21/YR/MTS/TTC001 and the Terms and Conditions of Warranty ref. DCD/KLE/15I21/YR/MTS/WTC001 and Detailed Programme of Works Ref. TDC/KLE/2111V/POW/TPW002G dated 14 November 2021.

The terms and conditions governing our offer are as follows:

- Prices** : The offer includes for the supply, installation, and commissioning of equipment in the UAE as per above specifications.
- TAX** : TRN 100355710300003
- Delivery** : In accordance with the Programme of Works Ref. No. TDC/KLE/2111V/POW/TPW002G dated 14 of November 2021.
- Installation** : In accordance with the Programme of Works Ref. No. TDC/KLE/2111V/POW/TPW002G dated 14 of November 2021.
- Payment** : 30% advance with order confirmation by 21/11/2021.
50% on delivery of material to site on pro-rata basis
10% upon completion of installation
10% retention (5% will be release upon handing over to the operator and 5% will be release after 1year (DLP) defect liability period)
- Warranty** : All equipment supplied under our scope of works for the project is warranted against manufacturing defects for a period of two (2) years from the date of Taking Over Certificate to be issued immediately after completion of works in accordance with the terms and conditions outlined in our document ref. DCD/KLE/15I21/YR/MTS/WTC001.
- Validity** : Thirty (30) days from the date of this quote.



P.O. Box: 12501 United Arab Emirates Tel.: +971 4 343 1100
Dubai - U.A.E. Email: tssc@eim.ae www.tsscdubai.com



تي اس اس سي لتجارة معدات المطابخ وتنظيف الملابس - ش ذ م م
TSSC Kitchen & Laundry Equipment Trading LLC

Ref: DCD/KLE/15I21/YR/MTS/BOQ007
17th November 2021

Exclusions : All Civil, MEP & Fit-out related works; vertical transport for delivery of equipment to its designated location on site; temporary power for tools; illumination of areas during installation; consumables and cleaning material for training and; any other item not specified in our proposal

Should you require any further information or assistance, please do not hesitate to contact me.

We trust the above offer is satisfactory and look forward to your Purchase Order.

Sincerely,

For TSSC Kitchen & Laundry Equipment Trading LLC

JAFAR SA
Sales Manager
Mobile: +971 55 6754453

Enc.:

1. TSSC BOQ Ref.: DCD/KLE/15I21/YR/MTS/BOQ007 – 5 pages
2. General Notes & Terms of Tender Offer- 1 page
3. Terms and Conditions of Warranty- 1 page



P.O. Box 69, Dubai, United Arab Emirates ☎ Tel.: +971 4 343 1100
+971 4 343 8226 @ Email: tssc@eim.ae 🌐 www.tsscdubai.com



Project : Dorchester Collection, Dubai	Tenderer : TSSC Kitchen & Laundry Equipment Trading LLC
Package : Supply & Installation of Kitchen Equipment	Document Ref. : DCD/KLE/15121/YR/MTS/BOQ007
FSE Consultants : Fondue	Date : 17th of November 2021

Bill Of Quantities for Kitchen Equipment - Areawise Summary

S. No.	Area	Amount (UAE Dirhams)
	Kitchen & Laundry Equipment Works	
1.	Foodservice Equipment	
1.1.	LEVEL 4 - ADK.00 ALL DAY DINING KITCHEN	617,907
1.2.	LEVEL 4 - CB.00 CAFÉ BAR	246,844
1.3.	LEVEL 2 - LP.00 LOBBY PATISSERIE	177,765
	Package Totals	1,042,516.00
	Special Discount	18,821.00
	Total Amount After Discount	1,023,695.00
	VAT 5%	51,185.00
	Grand Total	1,074,880.00

(One Million, Seventy Four Thousand Eight Hundred Eighty UAE Dirhams)



Bill of Quantities for Kitchen Equipment

Item No	Quantity	Unit	Area / Item Description	Manufacturer	Model	Origin	Unit Rate (UAE Dirhams)	Amount (UAE Dirhams)	Comments
Foodservice Equipment									
LEVEL 4 - ADK.00 ALL DAY DINING KITCHEN									
ADK.48	1	No.	Stone Hearth Oven	Clay Oven	Bespoke	U. K.	140,235	140,235	added spray mist BEACHOVEN TO CLAYOVENS
ADK.58a	2	No.	Refrigerated ventilated vertical display for wine Composed of : Nr. 2 units with two doors Nr. 1 unit with one door Special shelves for wine bottles Remote compressor to be located within 20 lineal meters (excluded) No cladding Internal mirror finish Dimmable lighting 2700 x 550 x 2000 (As per drawings)	GINOX Refri.	DISPLAY	U. A. E.	160,170	320,340	WEALD TO GINOX -Added Smart Glass
ADK.58b	1	No.	Vertical Ambient display for wine Composed of : Nr. 2 units with two doors Nr. 1 unit with one door Special shelves for wine bottles No cladding Internal mirror finish Dimmable lighting 2700 x 550 x 2000 (As per drawings) Finishes on the front fascia, sides and stone not to be included within this package Remote compressor to be located within 20 lineal meters (excluded)	GINOX Refri.	DISPLAY	U. A. E.	101,303	101,303	WEALD TO GINOX -refrigeration system removed per instruction -Added Smart Glass
ADK.57	1	No.	Display Ambient for wine Composed of : Nr. 1 units with 3 doors Special shelves for wine bottle Special handles No cladding Internal mirror finish Dimmable lighting 1600 x 550 x 2000 (As per drawings) Finishes on the front fascia, sides and stone not to be included within this package Remote compressor to be located within 20 lineal meters (excluded)	GINOX Refri.	DISPLAY	U. A. E.	56,029	56,029	WEALD TO GINOX -refrigeration system removed per instruction -Added Smart Glass
Sub-Total for LEVEL 4 - ADK.00 ALL DAY DINING KITCHEN							UAE Dirhams	617,907	
LEVEL 4 - CB.00 CAFÉ BAR									
CB.01	1	No.	Kombucha Dispenser	KEGCO	KOM20S-1	U. S. A.	7,205	7,205	
CB.05	1	No.	Nitro Cold Brew Dispenser With Filter	KEGCO	K163S-2	U. S. A.	9,181	9,181	
CB.15	1	No.	4 WELL ICE CREAM CHURNER	Carpijani	CC400		70,779	70,779	
CB.16	1	No.	Double door bottle cooler (two sets of two drawers) with digital temperature display and controller Dim: 900 x 505 x 840	GINOX Refri.	CF	U. A. E.	10,868	10,868	



Bill Of Quantities for Kitchen Equipment

Item No	Quantity	Unit	Area / Item Description	Manufacturer	Model	Origin	Unit Rate (UAE Dirhams)	Amount (UAE Dirhams)	Comments
CB.17	1	No.	Refrigerated ventilated display 700 x 500 x 1200 Finishes on the front fascia, sides and stone not to be included within this package Remote compressor to be located within 20 lineal meters (excluded)	GINOX Refri.	DISPLAY	U. A. E.	18,117	18,117	
CB.18	1	No.	Hot display 700 x 500 x 1200 Finishes on the front fascia, sides and stone not to be included within this package	GINOX Refri.	DISPLAY	U. A. E.	12,078	12,078	
CB.19	1	No.	"U" shaped bar counter with: * 1 x WHB. * 2 x Utility sink with closed storage cabinet, * 1 x Cutting board, * 1 x Cashier station, * Cocktail station with insulated ice well with sliding lids, partition and perforated false bottom. Unit to have condiment well to rear and speed rail to front, * Recessed blender station, * Recessed storage cabinet with shelf, * Void under. Excludes: Front fascia and any decorative/joinery works. 5000*1100*5000 x 600 x 900	GINOX	Custom	U. A. E.	118,616	118,616	Silestone Excluded in the offer / By Others
CB.19a	No.	No.	Preparation Counter with inset cutting boards	GINOX	Custom	U. A. E.	-	-	included in CB.19
CB.19b	No.	No.	Wash Hand Station	GINOX	Custom	U. A. E.	-	-	included in CB.19
CB.19c	No.	No.	Panelled Recess for Undercounter Refrigerator	GINOX	Custom	U. A. E.	-	-	included in CB.19
CB.19d	No.	No.	Panelled Recess for Ice Cream Unit	GINOX	Custom	U. A. E.	-	-	included in CB.19
CB.19e	No.	No.	Recessed Worktop for Equipment	GINOX	Custom	U. A. E.	-	-	included in CB.19
CB.19f	No.	No.	Ice Well with Double Speed Rail	GINOX	Custom	U. A. E.	-	-	included in CB.19
CB.19g	No.	No.	Recessed Worktop for Equipment	GINOX	Custom	U. A. E.	-	-	included in CB.19
CB.19h	No.	No.	Panelled Recess for Waste Bin	GINOX	Custom	U. A. E.	-	-	included in CB.19
CB.19i	No.	No.	Sink Bowl with Shelf Under	GINOX	Custom	U. A. E.	-	-	included in CB.19
CB.19j	1	No.	Panelled Recess for Ice Machine	GINOX	Custom	U. A. E.	-	-	included in CB.19
Sub-Total for LEVEL 4 - CB.00 CAFÉ BAR							UAE Dirhams	246,844	

LEVEL 2 - LP.00 LOBBY PATISSERIE

LP.01	1	No.	Refrigerated Display Counter	GINOX	Custom	U. A. E.	-	-	INCLUDED IN LP.01A
LP.01A	1	No.	Refrigerated ventilated display for cakes 1060 x 800 x 1200 Finishes on the front fascia, sides and stone not to be included within this package Remote compressor to be located within 20 lineal meters (excluded)	GINOX Refri.	DISPLAY	U. A. E.	46,685	46,685	
LP.01B	1	No.	Refrigerated ventilated display for cakes 1060 x 800 x 1200 Finishes on the front fascia, sides and stone not to be included within this package Remote compressor to be located within 20 lineal meters (excluded)	GINOX Refri.	DISPLAY	U. A. E.	-	-	INCLUDED IN LP.01A
LP.01C	1	No.	Work counter with: * Closed storage cabinet with shelf, * Void under. Excludes: Front fascia and any decorative/joinery works. 2200 x 800 x 900	GINOX	Custom	U. A. E.	11,163	11,163	Silestone Excluded in the offer / By Others
LP.01E	1	No.	Undercounter refrigerator with two sets of two drawers 1350 x 660 x 780	GINOX Refri.	Custom	U. A. E.	-	-	INCLUDED IN LP.01A
LP.01F	1	No.	Closed storage cabinet with shelf	GINOX	Custom	U. A. E.	-	-	INCLUDED IN LP.01C



Bill Of Quantities for Kitchen Equipment

Item No	Quantity	Unit	Area / Item Description	Manufacturer	Model	Origin	Unit Rate (UAE Dirhams)	Amount (UAE Dirhams)	Comments
LP.02	1	No.	Work counter with: • 3 x Utensil drawer with closed storage cabinet, • Service riser. Excludes: Front fascia and any decorative/joinery works. 1810 x 445 x 900	GINOX	Custom	U. A. E.	15,396	15,396	Silestone Excluded in the offer / By Others
LP.03	1	No.	Pasty Working Counter with: • 1 x Utensil drawer with closed storage cabinet, • Void under. Excludes: Front fascia and any decorative/joinery works. 1715 x 750 x 900	GINOX	Custom	U. A. E.	7,021	7,021	Silestone Excluded in the offer / By Others
LP.03A	1	No.	Two doors biscuit top chiller 1/1GN with remote condensing unit, digital temperature display and controller Temperature -2°C to +8°C Interior and exterior in stainless steel Silicone gaskets Technical compartment on the right side and two sets of two drawers Remote compressor to be located at 30 lineal meters Dim: 1150 x 660 x 780 Remote compressor to be located within 20 lineal meters (excluded)	GINOX Refr.	CB721-HD-HD	U. A. E.	12,272	12,272	
LP.03B	1	No.	Utensil drawer with closed storage cabinet	GINOX	Custom	U. A. E.	-	INCLUDED IN LP.03	
LP.06	1	No.	Work counter with: • 1 x WHB, • 1 x Waste bin cabinet, • Open storage cabinet. 1640 x 490 x 900	GINOX	Custom	U. A. E.	10,136	10,136	
LP.08	1	No.	Work counter with: • 1 x Utility sink, • 1 x Waste bin cabinet, • 1 x Knock out drawer with closed cabinet • Closed storage cabinet, • Void under. 2900x 735 x 640 x 900	GINOX	Custom	U. A. E.	17,360	17,360	
LP.14	1	No.	Run of Heated, Chilled and Ambient Cupboards	GINOX	Custom	U. A. E.	57,732	57,732	
Sub-Total for LEVEL 2 - LP.00 LOBBY PATISSERIE									
Total For Kitchen & Laundry Equipment In All Areas As Listed (Installed & Commissioned) :									
Special Discount							UAE Dirhams	1,042,516.00	
Total Amount After Discount							UAE Dirhams	18,821.00	
VAT 5%							UAE Dirhams	1,023,695.00	
Grand Total							UAE Dirhams	51,185.00	
							UAE Dirhams	1,074,880.00	
(One Million, Seventy Four Thousand Eight Hundred Eighty UAE Dirhams)									

Notes & Exclusions

This offer is based on the General & Itemised Specifications & Drawings for Kitchen Equipment from Fordue for the Dorchester Collection in Dubai as provided with the invitation to Tender and the items / terms listed herein.

The offer includes for the supply, installation and commissioning of equipment as per the above specifications at the Dorchester Collection located in Dubai, U. A. E.

The offer includes for Provision of General Equipment Layout and MEP Requirement drawings as applicable for the works in Dubai.

Installation & Testing/Commissioning of equipment is included in the above rates. This is based on a contiguous installation of all equipment listed. Commissioning has been considered as a separate activity to be carried out contiguously after installation is complete. The programme for delivery, installation & commissioning is to be agreed upon.

The sizing of the remote condensers proposed for selected units is contingent upon the routing as well as the length/distance of the condenser from the unit(s) considered as a maximum of 20 metres for this proposal. This may require to be reviewed after the location & routing are finalized as per site conditions & availability.



Bill Of Quantities for Kitchen Equipment

Item No	Quantity	Unit	Area / Item Description	Manufacturer	Model	Origin	Unit Rate (UAE Dirhams)	Amount (UAE Dirhams)	Comments
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6. Items identified as 'Not Included', 'Item Excluded', 'Not Required', 'By ID', 'Spare Number', 'By Operator', 'By Others' and the like as listed in the 'Manufacturers' column are not included in this offer as per specifications or as noted in the comments.

7. All Civil, MEP & Fit-Out related works are excluded from our offer.

8. This offer is governed by the Terms & Conditions outlined in our Document, Ref. DCD/KLE/15121/YR/MTS/TC001 and the Terms of Warranty (for 2 years) as outlined in Document Ref.DCD/KLE/15121/YR/MTS/WTC001 provided herewith.

Validity of Offer :

This offer is valid for 30 days from the date of submission, i.e. until 17 - December - 2021



Project: Dorchester Collection, Dubai	Tendered: TSSC Kitchen & Laundry Equipment Trading LLC
Package: Supply & Installation of Kitchen Equipment	Document Ref.: DCD/KLE/15121/YR/MTS/TTC001
FSE Consultants: Fondue	Date: 17 th of November 2021

General Notes & Terms of Tender Offer

Installation & Commissioning:

All pure, filtered service connections to be provided adjacent to each piece of equipment as required by the relevant shop drawings or within a maximum distance of 1 meter from each unit.

- Electrical:** Hook-up of connections to the socket outlet / isolator / junction box is included. Socket outlets, Isolator's, Junction Boxes, protection / control devices and / or other accessories required to complete our connection to the supply line(s) are to be provided by others.
- Plumbing :** Interconnection by means of flexible hoses is included. Isolation valves and / or other accessories required to complete our connection to the supply line(s) are to be provided by others.
- Drainage:** Final connection of the equipment to the provided drain point is included. Drain points of the specified sizes as required by the relevant shop drawings for installation of equipment are to be provided by others. Any regulatory fixtures such as grease traps, floor trenches, sumps and the like are to be provided by others.
- Gas:** Interconnection by means of flexible hoses / rigid pipes to low pressure supply valves is included. Isolation valves, pressure reducing valves, distribution manifolds, automatic shut-off units & the like are to be provided by others.
- Exhaust:** Positioning and fixing of the canopies is included in our offer. All supply & extract duct connections along with their associated fans, control/protection systems and accessories related works are to be carried out / provided by others.
- Exclusions:**
- All Civil, MEP & Fit-Out related works are excluded from our offer.
 - It is expected that vertical transport for delivery of equipment to its designated location on site such as lift(s), crane(s) and the like will be provided by others.

Temporary Power For Tools & Lighting On Site :

- Temporary power for working tools such as drills, portable welders, portable grinders, and the like required to carry out our installation works is to be provided by others.
- Illumination of the areas of works including delivery areas, access paths for transport of equipment on site, areas of installation and the like is to be provided by others.

MEP Services for Testing & Commissioning of Equipment :

Permanent MEP services required for the commissioning of equipment including electrical power, hot & cold water, chilled water, drainage, gas, extract and the like are to be provided by others as per the agreed programme.

Consumables for Equipment Training :

In case live training is required by the operators, any consumables such as food and / or cleaning products are to be supplied by the operators.

Equipment Warranty :

All equipment as supplied under our scope of works for the project is warranted against manufacturing defects for a period of two year from the date of TOC in accordance with the terms and conditions outlined in the attached document ref. DCD/KLE/15121/YR/MTS/WTC001.



Document Ref.: DCD/KLE/15121/YR/MTS/TTC001



Specific Exclusion

- This offer is based on the General & Itemized Specifications & Drawings for Kitchen & Laundry Equipment from Fondue for the Dorchester Collection in Dubai as provided with the invitation to Tender and the items / terms listed herein.
- The offer includes for the supply, installation and commissioning of equipment as per the above specifications at the Dorchester Collection located in Dubai, U. A. E.
- The offer includes for Provision of General Equipment Layout and MEP Requirement drawings as applicable for the works in Dubai.
- The sizing of the remote condensers proposed for selected units is contingent upon the routing as well as the length/distance of the condenser from the unit(s) considered as a maximum of 15 metres for this proposal. This may require to be reviewed after the location & routing are finalized as per site conditions & availability.
- Items identified as 'Not Included', 'Item Excluded', 'Not Required', 'By ID', 'Spare Number', 'By Operator', 'By Others' and the like as listed in the 'Manufacturers' column are not included in this offer as per specifications or as noted in the comments.
- All Civil, MEP & Fit-Out related works are excluded from our offer.
- This offer is governed by the Terms & Conditions outlined in our Document. Ref. DCD/KLE/15121/YR/MTS/TTC001 and the Terms of Warranty (for 2 years) as outlined in Document Ref. DCD/KLE/15121/YR/MTS/WTC001 provided herewith.



Project: Dorchester Collection, Dubai	Tendered: TSSC Kitchen & Laundry Equipment Trading LLC
Package: Supply & Installation of Kitchen Equipment	Document Ref.: DCD/KLE/15121/YR/MTS/WTC001
FSE Consultants: Fondue	Date: 17 th of November 2021

Terms & Conditions of Warranty

1. All equipment and original parts thereof as supplied under our scope of works for the project is warranted against manufacturing defects for a period of two year from the date of TOC in accordance with the terms and conditions outlined herewith.
2. Expendables and /or items subject to wear and tear such as padding, lubricants, discs, diaphragm's, o-rings on valves, gaskets, contact points, moving parts subject to wear and tear such as bearings, etc. and the like are not covered by this warranty, nor are parts damaged by exposure to weather or to chemicals.
3. The warranty is contingent upon use of the equipment under normal conditions, i.e. under strict compliance with the respective manufacturer's directives with regards to usage and maintenance of the same by trained personnel.
4. This warranty does not include parts or equipment damaged by operation of equipment under unusual conditions or for which it was not represented.
5. The warranty is void on equipment as parts that have been subjected to misuse, accident or negligent damage; operated under loads, pressures, speeds, electrical connections, gas, plumbing or conditions other than those specified by the respective manufacturers; operated or repaired with other than genuine parts from the respective manufacturers; damaged by fire, flood, vandalism or other such causes beyond our control; altered or repaired in any way that effects the reliability or detracts from its performance or which have had the identification plate, or serial number altered, defaced or removed.
6. The warranty is also void on equipment and / or parts thereof damaged due to calcareous deposits or aggressive water and damages resulting from use of cleaning agents not recommended by the respective manufacturers or incorrect use of the proper cleaning agents.
7. This warranty is exclusive and is in lieu of all other warranties expressed or implied, including the implied warranties of merchantability and fitness for purpose.
8. In no event shall Technical Supplies & Services Co. L.L.C. or its agents be liable for loss of use, loss of revenue, or loss of product or profit, or for indirect or consequential or incidental damages arising from the use and / or misuse of the equipment supplied.



Tenderer: TSSC Kitchen & Laundry Equipment Trading LLC
Document Reference: TDC/KLE/2111V/POW/TPW/002G
Date: 14 - November - 2021

Date: 14 - November - 2021

ID	Task Name	Duration	Start	Finish
	Dorchester Collection KE (Phase 2) - L4 Café, Wine Refs & L2 Lobby Preliminaries	142 days	15/11/2021	28/4/2022
1	Preliminaries	8 days	15/11/2021	23/11/2021
2	Award of Contract	0 days	15/11/2021	15/11/2021
3	Receipt of Working drawings	1 day	16/11/2021	16/11/2021
4	Receipt of Advance Payment	1 day	23/11/2021	23/11/2021
5	Material Submissions & Approvals	6 days	17/11/2021	23/11/2021
6	Shop drawing Submission & Approvals	6 days	17/11/2021	23/11/2021
7	Equipment Approval Workshop with Contractor & Consultants	1 day	21/11/2021	21/11/2021
8	Procurement	134 days	24/11/2021	28/4/2022
9	Confirmation of Orders for Production	3 days	24/11/2021	27/11/2021
10	Manufacturing, Transport and Delivery	109 days	25/11/2021	31/3/2022
11	Standard Equipment	96 days	25/11/2021	16/3/2022
12	Refrigeration	60 days	28/11/2021	5/2/2022
13	Wine Cabinets	108 days	27/11/2021	31/3/2022
14	Custom Fabricated Refrigerated Displays	96 days	27/11/2021	17/3/2022
15	Custom Fabricated Counters	48 days	28/11/2021	22/1/2022
16	Installation & Handing Over	71 days	6/2/2022	28/4/2022
17	Level 02 - Lobby Lounge	16 days	8/3/2022	26/3/2022
18	Delivery & Installation of the Equipment	12 days	8/3/2022	21/3/2022
19	Testing & Commissioning	4 days	22/3/2022	26/3/2022
20	Level 04 - Café Bar	16 days	19/3/2022	5/4/2022
21	Delivery & Installation of the Standard & Fabricated Equip:	12 days	19/3/2022	31/3/2022
22	Testing & Commissioning	4 days	2/4/2022	5/4/2022
23	Installation of Refrigeration & Wine Cabinets	71 days	6/2/2022	28/4/2022
24	Delivery & Installation of Remote Refrigeration	12 days	6/2/2022	19/2/2022
25	Delivery & Installation of the Wine Cabinets	24 days	26/3/2022	21/4/2022
26	Testing & Commissioning	6 days	23/4/2022	28/4/2022
27	Handing Over	0 days	28/4/2022	28/4/2022

	Task	External Milestone Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only	Manual Summary Rollup Manual Summary Start-only Finish-only Deadline Critical	Critical Split Progress Manual Progress
Project: The Dorchester Collection - KE Phase 2 Outline Programme (20211114).mpp	Split	[Solid Blue Line]	[Blue Line with Dots]	[Blue Line]
	Milestone	[Diamond Symbol]	[Diamond Symbol]	[Blue Line]
Date: 14/11/2022	Summary	[Thick Black Arrow]	[Thin Black Arrow]	[Black Line]
	Project Summary	[Red Stamp: "مبنى الدارستر للترفيه والسياحة"]	[Red Stamp: "مبنى الدارستر للترفيه والسياحة"]	[Red Stamp: "مبنى الدارستر للترفيه والسياحة"]
	External Tasks	[Red Stamp: "مبنى الدارستر للترفيه والسياحة"]	[Red Stamp: "مبنى الدارستر للترفيه والسياحة"]	[Red Stamp: "مبنى الدارستر للترفيه والسياحة"]
The Dorchester Collection - KE Phase 2 Outline Programme (20211114).mpp		TSSC	TSSC	TSSC