

TO: KHANSAHEB CIVIL ENGINEERING L.L.C., P.O.BOX: 2716, DUBAI

ACKNOWLEDGEMENT

Subcontractor: M/s. HTS Carpets Trading L.L.C.

Order No. 201A22002/31

We acknowledge receipt of your order numbered hereon, which we accept in accordance with the terms and conditions stated.

Date

Signature & Seal

**Note : Please return this slip to KCE Commercial/QS Department immediately after completing the Signature and Stamp in order to process your payment.**

P.D  
J. Jammal  
09-01-22  
050 GRU 1729



KHANSAHEB CIVIL ENGINEERING L.L.C.

Construction Division

Al Rashidiya

P. O.Box 2716

Dubai, United Arab Emirates

خانصاحب للهندسة المدنية ذ.م.م.

قسم الإنشاءات

الراشدية

ص.ب ٢٧١٦

دبي، الإمارات العربية المتحدة

**MINOR WORKS SUBCONTRACT ORDER NO. 201A22002/31**  
**PROJECT NAME: Dorchester Hotel & Residences (Completion Works)**

HTS Carpets Trading L.L.C.

P.O. Box 1457

Dubai, U.A.E.

Tel: 056 7577296

Fax:

CONTRACT NO.	:	201A22002
SITE CONTACT	:	Mr. Chris McCann
SITE TEL. NO.	:	056 5076171
DATE	:	19 <sup>th</sup> May 2022
OUR REF.	:	SW/CM/KBD/ARM/201A22002/31

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

Procure, supply, deliver, offload, handle, distribute, install, protect, maintain and guarantee Carpets to Hotel Corridor & Lift Lobby, all in accordance with the subcontract documents, drawings, specifications and all as generally described in the below listed Subcontract documents and to the satisfaction of the Engineer (Subcontract Works) for the Lump Sum of Dhs. 356,512.42 (Dirhams Three Hundred Fifty Six Thousand Five Hundred Twelve and Fils Forty Two Only) (Subcontract Price).

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

**ATTACHMENTS:**

- 1. KCE email dated 18.05.2022, 15:12 (3 pages).
- 2. KCE email dated 19.05.2022, 19:24 (1 page).
- 3. HTS email dated 20.05.2022, 17:14 (1 page).
- 4. KCE email dated 10.06.2022, 14:48 (1 page).
- 5. KCE letter ref. 201A22002/K100/SK/qa/0047 dated 13.06.2022 (26 pages).
- 6. Subcontract: General Terms and Conditions (2 pages).

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

#### PAYMENT TERMS

As detailed within the attached Subcontract documents.

#### PARTICULARS OF MAIN CONTRACT:

MAIN CONTRACTOR

: Khansaheb Civil Engineering LLC

EMPLOYER

: Sky Palace Real Estate Developments LLC

EMPLOYER'S REPRESENTATIVE

: Omniyat Concept Investments LLC

FORM OF MAIN CONTRACT

: FIDIC 1<sup>st</sup> Edition 1999

DEFECTS LIABILITY PERIOD

: As Main Contract

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

Eirian Morris/Steve Flint  
Commercial Director/Managing Director



Tariq Hussain Khansaheb/  
Amer Abdulaziz Khansaheb/Maher Khansaheb

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Plum 01

## Saman Kulsooriya

**From:** Mithun Vallar Veetil  
**Sent:** 18 May 2022 15:12  
**To:** CSI\_Amy; CSI\_Catherine; Pk.uae  
**Cc:** Kevin Davies; Saman Kulsooriya; info; Anil Kumar Kariyappa; CSI-Lee; CSI\_Luke  
**Subject:** RE: RE: Dorchester - Carpets to Hotel Corridors & Lift Lobbies  
**Attachments:** F015-15.900.61-34020-CDCT-0522-2022.05.17.pdf

Hi Amy, Catherine, Imran

Please find attached letter we have received from Omniyat to engage yourselves to complete the Carpets to Hotel Corridor & Lift Lobbies.

Hi Imran,

As discussed, please attend the Kick off meeting by tomorrow at 11am.

Thanks,



**Mithun Vallar Veetil**

Quantity Surveyor

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

**From:** catherine@csiluxuryfloorings.com <catherine@csiluxuryfloorings.com>  
**Sent:** 13 May 2022 01:15 PM  
**To:** Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>  
**Cc:** Kevin Davies <kevin.davies@khansaheb.ae>; Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; info <info@csiluxuryfloorings.com>; CSI\_Amy <amy@csiluxuryfloorings.com>; Anil Kumar Kariyappa <anil.morabad@khansaheb.ae>; CSI-Lee <lee@csiluxuryfloorings.com>; CSI\_Luke <luke@csiluxuryfloorings.com>  
**Subject:** Re: RE: Dorchester - Carpets to Hotel Corridors & Lift Lobbies

Dear Mithun,

Greeting from CSI Catherine.

Attached please find the required docs for your reference.

Should you have any questions or needs please let me know.

Thank you and enjoy your weekend.

Regards  
Catherine



UPCOMING EVENT: THE HOTEL SHOW, DUBAI, UAE / 31ST MAY TO 2ND JUNE / STAND: 5A231-HALL5

CSI FLOORINGS

T: +86 15013982616 D: +86 752 5180316

E: [catherine@csiluxuryfloorings.com](mailto:catherine@csiluxuryfloorings.com)

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



# Omniyat Concept Investments LLC

17 May 2022

Mr. Chris McCann  
Project Director  
Khansaheb Civil Engineering LLC  
P.O. Box 2716  
Dubai, United Arab Emirates

Ref. No.: F015/15.900.61b/34020/CDCT/0522

Project: Plot 18, Plot BB.B03.018, Business Bay, Dubai

Subject: Appointment of Subcontractor for the Carpets to Lift Lobbies and Corridors Package

Dear Sir,

We refer to the following documents:

1. the Letter of Award issued by Sky Palaces Real Estate Development LLC (the **Employer**) to Khansaheb Civil Engineering LLC (the **Contractor**) in respect of the main construction works (the **Works**) for the Plot 18 (Dorchester) project (the **Project**) dated 29 March 2022 (the **Letter of Award**); and
2. purchase order ref. 17001DH-PO401623 dated 30 June 2021 for Carpets to Lift Lobbies and Corridors between Roberts-Pizzarotti JV (the **Previous Contractor**) and HTS Carpets Trading L.L.C. (the **Previous Subcontract**) (copy appended).

## Appointment of Employer-Preferred Subcontractor

Pursuant to part D of the Letter of Award, we confirm that HTS Carpets Trading L.L.C. (the **Subcontractor**) is the Employer-Preferred Subcontractor for the completion of the Carpets to Lift Lobbies and Corridors package (the **Subcontract Works**) on the Project. We hereby instruct the Contractor to enter into a subcontract with the Subcontractor for the Subcontract Works on the following terms and conditions:

### Subcontract Particulars

1. **Subcontract Price:** The Subcontract Price shall be AED 475,349.90 (excl. VAT) on a fixed lump sum basis less the advance payment of AED 118,837.48 received by the Subcontractor under the Previous Subcontract.
2. **Advance Payment:** As prescribed in the Previous Subcontract unless already paid by the Previous Contractor.
3. **Security for performance:** As prescribed in the Previous Subcontract.
4. **Payment terms:** As prescribed in the Previous Subcontract.
5. **Retention:** As prescribed in the Previous Subcontract.
6. **Commencement Date and Programme:** The Contractor shall confirm the programme (including Commencement Date) which they intend to incorporate into the subcontract. The programme shall align with the requirements of the Project Programme agreed pursuant to paragraph 44 of the Letter of Award.



## Omniyat Concept Investments LLC

7. **Defects Notification Period:** 12 months from issue of the TOC under the Letter of Award (or Contract, as the case may be).
8. **Insurance:** Insurance shall be provided by the Subcontractor on equivalent terms to that required under the Previous Subcontract.
9. **Terms and conditions:** The terms and conditions of the subcontract shall be the Contractor's standard terms and conditions of subcontract subject to incorporation of any specific terms and conditions detailed in this letter.

### Further Subcontract Requirements

1. The Subcontract Works shall include the completion of all Carpets to Lift Lobbies and Corridors works required to complete the Project in full compliance with the Letter of Award, the Specifications, the Drawings and the Previous Subcontract.
2. The Subcontract Works shall include the provision of all as-built drawings, operation and maintenance manuals/documentation, certificates/approvals required by/from Authorities, materials, plant, equipment and workmanship warranties/guarantees, and attendance to defects during the Defects Notification Period for all Carpets to Lift Lobbies and Corridors works.
3. The relevant parts of the scope of works from the Previous Subcontract should be incorporated into the new subcontract agreement as appropriate.

We request that you issue a draft of the proposed subcontract agreement, for the approval of the Employer's Representative, within three days of receipt of this appointment letter. In addition, we also request that you issue a letter of confirmation to the Subcontractor to enable the immediate commencement of works on site.

Please contact the undersigned if you have any queries in relation to this award.

Yours sincerely,  
For and on behalf of Omniyat Concept Investments LLC



Encl. Purchase order ref. 17001DH-PO401623 dated 30 June 2021



Item (02)

**From:** Mithun Vallar Veetil

**Date:** 2022-05-19 19:24

**To:** Pk.uae

**CC:** Kevin Davies; Saman Kulasoorya; Anil Kumar Kariyappa; CSI Catherine; CSI-Lee; CSI Luke; CSI Amy; info@csiluxuryfloorings.com

**Subject:** RE: RE: Dorchester - Carpets to Hotel Corridors & Lift Lobbies

Hi Imran,

Further to our meeting today, please see attached draft PTR meeting minutes for your perusal.

Please see below for your Confirmation (summarize from the attached PTR meeting minutes).

- Material ordered proof to be provided.
- Confirm the delivery period.
- Security cheque in lieu of Performance bond in the sum of AED 35,651.00 (10% of Contract value)
- 10% Retention would be applicable for all payments. 5% retention would be released upon receipt of Main Contract TOC8 & balance 5% would be released upon receipt of Performance certificate for Main contract works.
- Payment Terms would be 15days from the receipt of corresponding payment from Employer (KCE payment terms with Client are 15days for Payment Certificate & 15days for Payment).
  - 70% Payment, upon arrival & inspection of materials at HTS warehouse in Dubai.
  - 30% against, upon completion of delivery & installation.

We trust above & attached is in line with our meeting & request your acceptance on the same, ASAP. So, we can issue the Post Tender meeting minutes as early as possible.

Thanks,



**Mithun Vallar Veetil**

Quantity Surveyor

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24cm (03)

**From:** CSI Amy

**Date:** 2022-05-20 17:14

**To:** mithun.vallarveettil@khansaheb.ae; Pk.uae

**CC:** Kevin Davies; Saman Kulasoorya; Anil Kumar Kariyappa; CSI Catherine; CSI-Lee; CSI Luke; info@csiluxuryfloorings.com

**Subject:** Re: RE: Dorchester - Carpets to Hotel Corridors & Lift Lobbies

Dear Mithun,

Please find the attached Timetable &Programm for this project, the estimate delivery date would be end of August or early of September if everything goes smoothly.

And I would like to share you the approval of samples as attached.

As the underlay has not been formally approved now, we would like to re-submit underlay DS50 ECO to you for approval, could you please advise delivery address for us to send the physical sample to you for review and approval?

And please kindly click link below to get the flood floor drawings, these were reviewed by Omniyat before and they didn't have any further comments but not approved formally with signature,please kindly let us know if you have any comments.

If these can be approved, please kindly get the formal approval with signature to us. Please kindly note the flood floor drawing is to present the pattern derrection and layout of the site, final production size need to base on site size measurement by our workers in Dubai.

### Download link

<https://we.tl/t-kwffeqGO3I>

Ms, Catherine will response you later about the payment terms and contract clause.

Should you have any other question please feel free to contact us.

Thanks and best regards.

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Amy Zhang  
Project Coordinator



UPCOMING EVENT: THE HOTEL SHOW, DUBAI, UAE / 31ST MAY TO 2ND JUNE / STAND: 5A231-HALLS

### CSI FLOORINGS

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+ Fin 04

## Saman Kulsooriya

**From:** Kevin Davies  
**Sent:** 10 June 2022 14:48  
**To:** catherine@csiluxuryfloorings.com  
**Cc:** CSI-Lee; Tony; CSI\_Luke; Saman Kulsooriya; Mithun Vallar Veetil; David Leitch  
**Subject:** RE: FW: Dorchester - Carpets to Hotel Corridors & Lift Lobbies

Hi Catherine,

All agreed as you have outlined below - I note you intend to deliver directly to the site, this will just require close co-ordination nearer the time to ensure we have space available to take delivery.

Many thanks for assisting with this,

Regards

Kevin



**Kevin Davies**  
Commercial Manager  
E kevin.davies@khansaheb.ae | M +971 50 651 1597 | T +971 4 605 7200

**From:** catherine@csiluxuryfloorings.com <catherine@csiluxuryfloorings.com>  
**Sent:** 10 June 2022 01:31 PM  
**To:** Kevin Davies <kevin.davies@khansaheb.ae>  
**Cc:** CSI-Lee <lee@csiluxuryfloorings.com>; Tony <anthony\_h\_serra777@hotmail.com>; CSI\_Luke <lukel@csiluxuryfloorings.com>; Saman Kulsooriya <saman.kulsooriya@khansaheb.ae>; Mithun Vallar Veetil <mithun.vallarveetil@khansaheb.ae>; David Leitch <david.leitch@omniyat.com>  
**Subject:** Re: FW: Dorchester - Carpets to Hotel Corridors & Lift Lobbies

Dear Kevin,

After discussed with Luke, following is the latest and agreed term,

1. 25% advance payment against order confirmation - payment made by RPJV.
2. 25% against completion of production, with satisfactory proof via photographic records and proof of Bill of Lading. Payment will be made within 15 days of receipt of payment under the main Contract. (a 90 day 'backstop' against invoice issued date is required)
3. 30% against delivery & satisfactory inspection of the materials at project site. Vesting certificates & insurances to be provided as required by Omniyat. Payment will be made within 15 days of receipt of payment under the main Contract. (a 90 day 'backstop' against invoice issued date is required)
4. 15% against delivery & installation approved by the Employer. Payment will be made within 15 days of receipt of payment under the main Contract. (a 90 day 'backstop' against invoice issued date is required)
5. 5% retention to be released against TOC (February 2023). (a 90 day 'backstop' against invoice issued date is required)

Please kindly accept above terms as we had offered a very keen price and influenced by international factors, Shipping costs and underlay cost also continue to rise.



**KHANSAHEB CIVIL ENGINEERING L.L.C.**  
**Construction Division**  
Al Rashidiya  
P. O.Box 2716  
Dubai, United Arab Emirates

خانصاھب للهندسة المدنیة ذ.م.م.  
قسم البناء  
الراشدیة  
ص.ب ٢٧١٦  
دبي، الامارات العربية المتحدة

Ref: 201A22002/K100/SK/qa/0047  
HTS Carpets Trading LLC  
P.O. Box 1457  
Dubai  
United Arab Emirates  
Tel No. 056 757 7296

13<sup>th</sup> June 2022

Email. [pk.uae@live.com](mailto:pk.uae@live.com)

Attn; Muhammed Imran

Dear Sir,

**Dorchester Hotel & Residences**  
**Carpets to lift lobbies and corridors - Post Tender Meeting**

Further to the meetings held at our site offices on 19<sup>th</sup> May 2022, we enclose herewith for your information and further action the following;

- |                                  |            |
|----------------------------------|------------|
| 1. Minutes of Kick off meeting   | (13 pages) |
| 2. Relevant Correspondence       | (01 page)  |
| 3. Tender Clarification Schedule | (01 page)  |
| 4. Commercial Trade Checklist    | (02 page)  |
| 5. K5 Summary of Requirements    | (03 pages) |
| 6. Bill of Quantities            | (01 pages) |

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

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

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

Chris McCann  
Senior Project Manager

Encl. as noted

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Subcontractor (SC):	HTS Carpets Trading LLC	Meeting Date:	19.05.22

**Purpose of Meeting:** To review the technical & commercial aspects of the Subcontractor's tender, to ensure the bid is compliant with the tender enquiry, ascertain if the Subcontractor has fully understood the scope of the package & has the current capacity to execute the works and manage any associated risks.

**SCOPE OF WORK:**

The design (to the extent defined in the Subcontract), procurement, fabrication, delivery, handling, offloading, distribution, installation, maintenance, testing and commissioning of all works associated with Carpets to Hotel Corridor & Lift lobby.

<b>SUBCONTRACTOR DETAILS (SC)</b>		<b>KHANSAHEB DETAILS (KCE)</b>	
Name: Address: Tel No.	HTS Carpets Trading LLC P.O Box 1457 Dubai, UAE  056 757 7296	Name: Address: Tel No.	Khansaheb Civil Engineering LLC P.O.Box 2716 Dubai, UAE  04 605 7200

<b>NAME (SC)</b>		<b>DESIGNATION</b>	<b>NAME (KCE)</b>	<b>DESIGNATION</b>
Present:	Muhammed Imran	Installation Manager	Present:	Kevin Davies Mithun

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

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

**Project Commercial Manager (KCE):**

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

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



Name:	Muhammed Imran
Position:	Installation Manager
Mobile No:	056 757 7296
Email:	pk.uae@live.com

**Correspondence:**

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

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

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
2.0	Commercial Sufficiency		
2.1	Khansaheb Tender Enquiry		
	<p>SC confirmed receipt of KCE tender Enquiry:            Reference: F015/15.900.61b/34020/CDCT/0522            Dated: 17.05.22</p> <p>Further communication is listed in the Schedule of Relevant Correspondence attached in Appendix No. 1 of these minutes.</p>		
2.2	Validity of the Subcontractor's Tender		
2.2.1	The SC confirmed its tender reference dated 17-May-22 remained valid until	15.900.61b/34020/CDCT/0522 16-Jun-22	
2.2.2	SC confirmed its tender price as:	AED 356,512.42	
2.2.3	SC confirmed its tender price was:	Lump Sum Fixed Price	
2.2.4	SC confirmed that its rates and prices are fixed until:	Issuance of the Performance Certificate	
2.2.5	SC confirmed that after discount its final offer is:	AED 356,512.42	
2.3	Insurance, Bonds & Warranties		
2.3.1	SC confirmed that an Advance Payment would not be required	Yes	
2.3.2	KCE and SC agreed that the Advance Payment would be % of the Subcontract price.	N/A	
2.3.3	The Advance Payment will be recovered at % of the gross amount certified to the SC in interim payment certificates, until the advance payment has been fully recovered.	N/A	
2.3.4	KCE and SC agreed that a Performance Bond would be % of the Subcontract price	N/A	See continuation page



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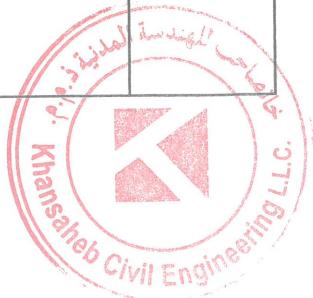
Item	Minute	Action by	Date
2.3	Insurance, Bonds & Warranties continued		
2.3.5	SC confirmed that their tender included the provision of all warranties and guarantees required by the tender document and to satisfy the Employer's Requirements. Where a warranty or guarantee for a particular item is not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



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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date			
2.4	Valuation & Payment continued					
2.4.6	If the SC fails to comply with the agreed programme (section 6) then Liquidated Damages / Penalties for the whole of the Works and any section, where applicable, will be applied in line with the amounts under the Main Contract.	See continuation page				
2.4.7	KCE and SC agreed that the Defect Liability Period would be: <table border="1"><tr><td>365</td><td>days</td><td>from date of Taking over certificate</td></tr></table>	365	days	from date of Taking over certificate		
365	days	from date of Taking over certificate				
	Further commercial terms were recorded in the continuation sheets: <input checked="" type="checkbox"/> Yes					
2.5	Conditions of Contract					
2.5.1	<b>Main Contract</b> Project Description: All outstanding Works required to bring the Project known as the Dorchester Hotel & Residences to completion					
2.5.2	Form of Contract: <input checked="" type="checkbox"/> FIDIC first ed. 1999 Red Book as amended by Particular Conditions (see continuation sheet)					
2.5.3	KCE confirmed and the SC agreed that the Main Contract documents, including drawings, specifications and other schedules / appendices (excluding commercially sensitive information) are available for inspection by the SC.					
2.5.4	The SC confirmed that his offer is fully technically and commercially compliant with the Main Contract and any future Subcontract agreement will be performed on a back to back basis, except as noted herein.					
2.5.5	The SC confirmed that he has made due allowance for the above in his price.					
	<b>Subcontract</b>					
2.5.6	Form of Subcontract: <input checked="" type="checkbox"/> KCE Minor Work Order					
2.5.7	KCE and SC agreed that the Subcontractor's tender qualifications, exclusions, attendances, terms and conditions are superseded by the amendments / agreements made in:					
	Appendix 2 Clarification schedule					
2.5.8	KCE and SC confirmed their responsibility for the provision of certain attendances / facilities by reviewing the K5 form. The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting					



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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
3.0	Design		
3.1	The following design responsibilities were identified as being the responsibility of the SC (if none state none):  N/A		
3.2	The following temporary works design responsibilities were identified as being the responsibility of the SC (if none state none):  N/A		
3.3	The SC confirmed that his design, will be in accordance with the Tender and Main Contract documents and all design obligations shown and / or described therein are included.		
3.4	SC confirmed that it has sufficient and competent design resource available to deliver the above design responsibilities for this project.		
3.5	SC confirmed that his tender is fully compliant with all applicable Building Standards, Statutory Authority Regulations, Civil Defence and Municipality requirements etc.		
3.6	SC confirmed that he has included for the provision of shop drawings:  Yes		
3.7	SC agreed to provide all necessary as-built information and records:  Yes		
3.8	SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals:  Yes		
3.9	KCE confirmed and SC agreed that for the purposes of payment, unless the as-built details / O & M manuals and any other close out documentation to be provided by the SC are in compliance with the Subcontract, that KCE may withhold payments.		



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date										
4.0	Change Management												
4.1	<p>KCE confirmed and SC agreed that payment for additional work will not be made without prior written instruction from the following named persons:</p> <table> <thead> <tr> <th>Title</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Chris McCann</td> </tr> <tr> <td>Sr. Quantity Surveyor</td> <td>Saman Kulasoorya</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Title	Name	Project Manager	Chris McCann	Sr. Quantity Surveyor	Saman Kulasoorya						
Title	Name												
Project Manager	Chris McCann												
Sr. Quantity Surveyor	Saman Kulasoorya												
4.2	<p>KCE and SC agreed that the valuation of works on a daywork basis: <span style="border: 1px solid black; padding: 2px;">will not be</span> permitted on this contract.</p> <p>If permissible KCE and SC agreed that the rules of 4.1 above would apply and the SC would submit comprehensive record sheets within 24 hours of the work being carried out.</p>												
4.3	The SC agreed to promptly advise KCE, in writing, of the impact that any instruction may have on the Subcontract works and to comply with the requirements of the Subcontract in all cases.												
4.4	Instructions issued by the Client / Consultants direct to the Subcontractor should not be acted on, unless relating to H&S matters. The SC agreed to notify KCE in writing about any instruction issued by the client.												
4.5	SC agreed to proceed with all instructions issued by the above named persons, including cases where the value has not been agreed.												
5.0	Technical Sufficiency												
5.1	<p>SC stated that its tender was technically fully compliant with the tender enquiry documents including but not limited to specifications, drawings, BOQ etc. and all applicable Building Standards / Statutory Authority Regulations, including Civil Defence and Municipality requirements etc. current at the date of its tender.</p> <p><span style="border: 1px solid black; padding: 2px;">Yes</span></p> <p>If no, the variance were identified as; [refer to appendix 2 for a complete list of clarifications / agreements]</p>												



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date						
5	Technical Sufficiency continued								
5.2	<p>KCE and SC reviewed the KCE Trade Checklist:</p> <p>If yes, the following pertinent points were identified: Refer to Trade Check list</p>	Yes							
	<p>Further minutes were recorded in the continuation sheets:</p>	No							
5.3	<p>SC summarised what innovation, construction and material alternative options can be offered with potential cost savings:</p> <p>Not Applicable</p>								
6.0	Programme								
6.1	<p>KCE confirmed that the site working hours are:</p> <table> <tr> <td>Sunday to Thursday</td> <td>7am - 5pm</td> </tr> <tr> <td>Friday</td> <td>7am - 5pm</td> </tr> <tr> <td>Saturday</td> <td>Closed</td> </tr> </table> <p>If the SC wishes to work outside the above hours then permission must be requested / obtained from KCE's Project Manager in writing with 24 hours notice. Additional supervision / attendance cost incurred by KCE as a consequence will be charged to the SC's account.</p>	Sunday to Thursday	7am - 5pm	Friday	7am - 5pm	Saturday	Closed		
Sunday to Thursday	7am - 5pm								
Friday	7am - 5pm								
Saturday	Closed								
6.2	<p>The SC confirmed that the Subcontract works will be carried out in accordance with the durations and sequence indicated in KCE programme reference:</p> <p>Programme to be agreed to align with Main Contract Programme.</p>								
	<p>A copy of which has been enclosed within Appendix 4</p>	No							
6.3	<p>SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same.</p>	No	N/A						



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

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



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



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

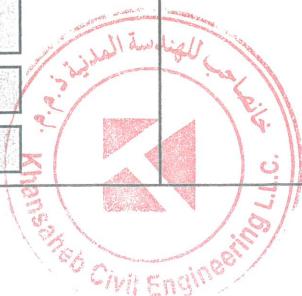


Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
8.11	KCE confirmed that the OSP19 Disciplinary Action Procedure for safety violations would be incorporated into the Subcontract. Any fines will be deducted from interim payments due to the SC.		
8.12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



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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
10.2	KCE stated that in the event of a Subcontract award a Letter of Intent (LOI) would be issued. The SC agreed to proceed on this basis whilst the formal Subcontract Agreement was being collated.		
10.3	<p>KCE confirmed the list of documentation appropriate for incorporation into the formal Subcontract order in the event of award is:</p> <p>As listed in Appendix 1 of these minutes</p> <p>These minutes and attachments</p> <p>Any further documents issued from the date of these minutes until placement of order</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> No	
11.0	<b>Statement of Agreement</b>		
11.1	These minutes together with the below referenced attachments are issued 'subject to contract' but are agreed and accepted to be a complete and accurate record of discussions and as such may form part of a future Subcontract agreement and then be binding on the parties. In the event that they are not issued immediately after the meeting, the SC is requested to return them to KCE within 5 calendar days of receipt having previously raised and agreed with KCE's representative below any matter that will reasonably require amendment.		
11.2	<p><b>Signed for Khansaheb:</b></p> <p>Name (print): Saman</p>  <p>Date: 02.06.22</p> <p>Signature:</p>		
11.3	<p><b>Signed for SC:</b></p> <p>Name (print):</p> <p>Date:</p> <p>Signature:</p>		
12.0	<b>Attachments</b>		
12.1	No. of continuation pages	1	
12.2	Appendix 1 - Relevant Correspondence	Yes	
12.3	Appendix 2 - Tender Clarification Schedule / hand marked copy of SC tender	Yes	
12.4	Appendix 3 - K05 Summary of Attendances	Yes	
12.5	Appendix 4 - Programme of Works	Yes	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
	Continuation Sheets		
2.3.4	<p>Subcontractor is to provide a Security Cheque in lieu of Performance Bond in the sum of AED 47,535.00</p>		
2.4.1	<p>Payment would be made 15 days from correspondence payment received from Employer, but in any event no later than 90 Calendar days from the end of the month which the application relates.</p> <p>KCE will issue a payment certificate within 10 days of receipt of the corresponding payment certificate issued under the Main Contract.</p> <p>25% advance payment against order confirmation - payment already made by RPJV.</p> <p>25% against completion of production, with satisfactory proof via photographic records and proof of Bill of Lading.</p> <p>30% against delivery &amp; satisfactory inspection of the materials at project site. Vesting certificates &amp; insurances to be provided as required by Omniyat.</p> <p>15% against delivery &amp; installation approved by the Employer.</p> <p>5% retention to be released against TOC (February 2023).</p>		
2.4.4	The balance of retention release will occur upon receipt of the Performance Certificate for the main Contract Works.		
2.4.6	The daily rate / limit of Liquidated damages / penalties will be calculated 0.1 % of the subcontract value per day maximum 10 % of the Subcontract Value.		
2.5.2	FIDIC Conditions of Contract for Building & Engineering Works designed by the Employer, first edition 1999 (Red Book) as amended by Particular Conditions		
	<b>General:</b>		
1	The SC will provide HS staff, including 1st Aider, in accordance with statutory requirements		
2	KCE advised that storage space on site is restricted and so all materials are to be delivered on a 'just in time' basis. Materials are to be delivered in sequence and are to be lifted & fixed directly into place upon delivery.		
3	KCE will provide craneage in accordance with its site logistics plan or other such arrangement to off-load & move materials. The SC's representative is to attend daily crane co-ordination meetings with KCE to agree crane usage / timings for the following days. Notwithstanding that KCE may provide the craneage in accordance with the K05 and SC is responsible for submission of lifting plans, Risk Assessments Method Statements for KCE's approval.		
4	The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works		
5	The SC confirmed it has allowed for all costs associated with reduced working hours and / or changes in shift patterns during the Holy Month of Ramadan, 'summertime working' restrictions, night shifts & public holidays etc		
6	There will only be one site induction per day, should the SC require additional inductions additional costs will be incurred and charged to the SC		



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



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

APPENDIX 1

**SCHEDULE OF RELEVANT CORRESPONDENCE****HTS Carpets Trading LLC**

No.	Subject	Reference	Date
1	Dorchester - Carpets to Hotel Corridors & Lifts Lobbies	KCE(Mithun) Email , 15.12 P.M. ( Omniyat Letter )	18.05.22
2	Dorchester - Carpets to Hotel Corridors & Lifts Lobbies	KCE(Mithun) Email , 19.24 P.M. (Draft PTR and payment terms )	19.05.22
3	Dorchester - Carpets to Hotel Corridors & Lifts Lobbies	HTS(Amy) Email , 175.14 P.M. ( Delivery dates and time line )	20.05.22
4	Dorchester - Carpets to Hotel Corridors & Lifts Lobbies	KCE(Kevin) Email , 14.48 P.M. ( Agremement for payment terms )	10.06.22
5	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K100/SK/qa/0047	13.06.22





**APPENDIX 2**  
**TENDER CLARIFICATION SCHEDULE**  
**COMMERCIAL TRADE CHECKLIST**



## TENDER CLARIFICATION SCHEDULE

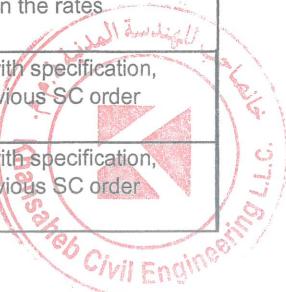




KCE

Form: TC-16  
Rev: 0Project Title: Dorchester Hotel & Residence, Business Bay  
Subcontractor: HTS Carpets Trading LLCContract No.: 201A22002  
Date: 28.05.22

No	Item	Comments
	<b>Carpet Sheet and Tile</b>	
1.	Confirm that the subcontractor will check the quality of the substrate prior to commencing works and if sub-standard that this will be brought to the attention of KCE.	Subcontractor Confirmed
2.	If underlay is required, ensure this is allowed for by the subcontractor (or not excluded).	Included in Subcontractor Scope
3.	Confirm that the subcontractor has checked that the tackifier is compatible with the substrate.	Subcontractor Confirmed
4.	If required, check that the subcontractor has allowed for edge grippers, threshold and edge strips.	SC should comply with specification, drawings as per previous SC order documents
5.	Check if the tiles can be laid in any orientation. If not, then confirm the subcontractor has allowed for laying these in one direction.	SC should comply with specification, drawings as per previous SC order documents
6.	Confirm who will supply and fit the protection (and the type - fire retardant) and that this has been included.	Confirmed included in Subcontractors scope
7.	Agree unloading, storage and distribution of materials.	included in Subcontractors scope
8.	Where the subcontractor is providing mat-wells, make sure that the frame (supply and fix) is included. This should include the builders work associated with setting the frame.	SC should comply with specification, drawings as per previous SC order documents
9.	Ensure pattern arrangements are clearly identified and agreed with Consultant, ie if carpet has a linear / lined pattern what happens at turns / angles. This can affect wastage.	SC should comply with specification, drawings as per previous SC order documents
10.	Confirm that the subcontractor has allowed for all edge trims / door thresholds etc.	SC has allowed as per the specification, drawings as per previous SC order documents
11.	Requirement for climate control to be clearly identified.	SC should comply with specification, drawings as per previous SC order documents
12.	Protection to be included in subcontractor's scope until handover to KCE.	included in Subcontractors scope
13.	Can air-conditioned storage be provided inside the building for materials? If external containers required, try to include in subcontractor scope.	SC confirmed not required and majority of materials available within the building
14.	Include for mock-ups (off/on site) if required.	included in Subcontractors scope
15.	Ensure that subcontractor has allowed for wastage.	included by SC within the rates
	<b>All (including Vinyl)</b>	
16.	Where any known return visits are required due to differing material interfaces, confirm that the sub-contractor has allowed for them.	Allowed as necessary
17.	Check the specification to see if the stair nosings, edge trims, etc are mechanically fixed and that the subcontractor has included this (or not excluded it).	Not Applicable
18.	If the specification is silent, then confirm the type of skirting allowed for (lay on or formed).	SC should comply with specification, drawings as per previous SC order documents
19.	Subcontractor price shall be inclusive of wastage of materials as some Subcontractors tend to quote unit rates without wastage.	included by SC within the rates
20.	Subcontractor's rate should be inclusive of any cutting involved for floor boxes, openings, columns and any obstructions.	SC should comply with specification, drawings as per previous SC order documents
21.	Dividing and threshold strips as required should be part of part of Subcontractor's scope of work. Include the same if has not priced earlier.	SC should comply with specification, drawings as per previous SC order documents



 <b>KCE</b> Project Title: Dorchester Hotel & Residence, Business Bay Subcontractor: HTS Carpets Trading LLC	Form: TC-16 Rev: 0	
	Contract No.: 201A22002 Date: 28.05.22	
<hr/>		
No	Item	Comments
22.	Warranties & guarantees shall be issued upon completion of works as per contract conditions.	SC to provide as per the specification
23.	Check Subcontractor has included for all Attic stock for Client.	SC should comply with specification, drawings as per previous SC order documents
24.	Subcontractor must submit As-Built Drawings, O&M Manuals and all required Guarantees & Warrabtees by a date agreed during the post tender review meeting.	As per contract requirements. When requested by KCE/Engineer/Client.





## APPENDIX 3

### K05 SUMMARY OF ATTENDANCES & FACILITIES



## APPENDIX - 3: SUMMARY OF ATTENDANCES & FACILITIES

K05

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

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



Ref	Description	KCE	Sub-Contractor
<b>4</b>	<b>Cranage &amp; Hoisting</b>		
4.1	Shared use of KCE tower cranes (if available on site)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.2	Mobile cranes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.3	Shared use of hoists and / or service lifts (If available on site)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.4	Offloading Subcontractor's deliveries (within the areas identified in KCE's logistic / crane plan & within maximum crane lifting limits)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.5	Offloading Subcontractor's deliveries (Outside of areas shown in KCE logistic / crane plan)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.6	Loading out Subcontractor materials to the place of installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.6a	Horizontal distribution of material , plant & equipment's	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.7	Specialist lifting accessories i.e Spreader beams, frames etc	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>5</b>	<b>Access &amp; Equipment</b>		
5.1	Provision of small tools & hand held power tools (110 volt only)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.2	Small mechanical plant & equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.3	Driver operated plant & equipment (if required)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.4	Operators for mechanical plant & equipment (if required)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.5	Provision of fuel, water, gas and the like to power mechanical equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.6	Mobile scaffold towers (where permitted by KCE SPM, see also 7.2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.7	Mechanical/electrical working platforms - scissor lifts, cherry pickers and the like	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.8	Independent access scaffold up to platform height of 3 m by SC	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.9	Independent access scaffold platform height above 3 m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.10	Birdcages & specialist crash decks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.11	Handrail edge protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.12	Debris netting & protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.13	Access stairs to the works	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.14	Task specific fire extinguishers where required (e.g. for hot works)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.15	Task specific safety signage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>6</b>	<b>Personal Protective Equipment (PPE)</b>		
6.1	Provision of all KCE mandatory PPE including but not limited to, branded overalls & high visibility vests, safety footwear, heavy duty safety helmets, safety gloves, safety glasses. Note; Any operative attending site with poor quality PPE or without the mandatory PPE, will either be refused entry or issued with the correct PPE with the cost being deducted from the Subcontractor's account	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.2	All task specific PPE required to comply with the approved safe system of work documented through KCE's K-Standards or the method statement, risk assessment and COSHH assessment must be provided.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>7</b>	<b>Any Other Specific Facilities &amp; Attendances Identified Below</b>		
7.1	The SC shall use its best endeavours to ensure the collection & removal of recyclable waste materials generated by the Subcontractor (& its supply chain) is returned to source and not included in skips to be disposed off as waste.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.2	MEWP's to be used wherever possible, mobile scaffold towers use to be approved by KCE SPM	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.3	High visibility vests with company name, designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.4	Safety Helmet with names/ designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
<b>8</b>	<b>Confined Space Works (only to extent applicable for the SC Works)</b>		
8.1	Multi gas monitor	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.2	Rescue harness per entrant	<input type="checkbox"/>	
8.3	Rescue tripods & winches	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.4	Mechanical ventilation, extraction & air movement equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.5	Emergency rescue escape sets (for medium & high risk works).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.6	Means of communication (e.g. Radio)	<input type="checkbox"/>	<input checked="" type="checkbox"/>



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

Signed on behalf of the SC

Date





## APPENDIX 4

### BILL OF QUANTITIES



## **BILL OF QUANTITIES**

**CONTRACT NAME:** Dorchester Hotel & Residences

Date : 02.06.22

CONTRACT NO : 201A22002

SUBCONTRACTOR: HTS Carpets Trading LLC

Item	Description	Quantity	Unit	Rate	Amount
	<u>Lift Lobby</u>				
1.00	Supply and Installation of carpet ( Type - Genuine Woven Axminster ) as per the material approval	490.12	m2	127.00	62,245.24
2.00	Supply and Installation of underlay ( Football DS 50 ECO from UK ) as per the material approval	527.45	m2	16.00	8,439.20
	<u>Corridor</u>				
1.00	Supply and Installation of carpet ( Type - Genuine Woven Axminster ) as per the material approval	2,814.22	m2	127.00	357,405.94
2.00	Supply and Installation of underlay ( Football DS 50 ECO from UK ) as per the material approval	2,953.72	m2	16.00	47,259.52
	<u>Ddt</u>				
1.00	Advance payment paid in previous Subcontract with R & P JV	1.00	Sum	(118,837.48)	(118,837.48)
	Estimated Sub-Contract Price				356,512.42



**SUBCONTRACT : GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The Subcontractor represents and warrants that:

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

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

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

(v) The Subcontractor shall:

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

(vi) The Subcontractor shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the policies as set out in the Contractor's Worker Welfare Procedure.

(vii) The Subcontractor shall indemnify and hold harmless the Contractor, its Shareholders, Directors, officers and employees in full and on demand from and against any and all liabilities, claims, fines, demands, damages, losses, costs or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from a breach of the policies as set out in the Contractor's Worker Welfare Procedure.

(viii) The Subcontractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with the policies as set out in the Contractor's Worker Welfare Procedure.

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