

## 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. 201A22002/49**  
**PROJECT NAME: Dorchester Hotel & Residences (Completion Works)**

**Technical Access Services (L.L.C.)**

P.O. Box 127463

Dubai, U.A.E.

Tel: 04 4391500

Fax: 04 4523330

CONTRACT NO. : 201A22002

SITE CONTACT : Mr. Chris McCann

SITE TEL. NO. : 056 5076171

DATE : 2<sup>nd</sup> September 2022

OUR REF. : AJS/CM/KBD/ARM/201A22002/49

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

Design, procure, supply, deliver, offload, handle, distribute and erect Scaffolding Works; dismantle and remove from the site after completion of the required works, all in accordance with the Subcontract documents, drawings, specifications, BOQ and all as generally described in the below listed documents and to the satisfaction of the Engineer (Subcontract Works) for the sum of Dhs. 265,036.00 (Dirhams Two Hundred Sixty Five Thousand and Thirty Six Only) QUANTITIES ARE SUBJECT TO RE-MEASUREMENT ON COMPLETION (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 19.08.2022, 14:28 (3 pages).  
 2. TAS quotation ref. 2439/2/1 dated 06.07.2022 (14 pages).  
 3. TAS email dated 24.08.2022, 11:08 (1 page).  
 4. KCE letter ref. 201A22002/K100/SK/qa/0105 dated 25.08.2022 (28 pages).  
 5. 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**

Payment will be within 90 days of submission of agreed invoice.

**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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م www.khansaheb.ae

Thcm 01

## Saman Kulasooriya

**From:** Saman Kulasooriya  
**Sent:** 19 August 2022 14:28  
**To:** Joel Joseph  
**Cc:** Manoj Pascal; Ajeesh Pulari; Prince James; Supplier info tasuae; Chris McCann  
**Subject:** Scaffolding requirement for Residential tower Lvl 29 to Roof\_GRC, Cantilever Scaffolding  
**Attachments:** Scaffolding dra.pdf

Dear Joel, Ajeesh

As per attached drawings, please provide your price based on below details.

Area: Project Name :	Businessbay					S L
	Dorchester Hotel- Residence					
Description	Length (M)	Width(M)	Height (M)	m <sup>2</sup>	m <sup>3</sup>	Tot Qty unit
Access scaffolding for Residence L26 to L32						
Access scaffolding	25	1.3	29	725		1
Cantilever for above 0.5 mtr x 15 level board	25	0.5		32.5		15
Birdcage for above with one level platform for GRC	25	5	29		3625	1
Total AED.						

Special cantilever scafolding with Alloy Lattice beam  At L 29 to L 32, scaffolding Heavy duty made of Special high grade Lattice Alloy beam arangement, for the curve area width of cantilever is 4 mtr - 6 mtr. Including stage 1 and stage 2 arrangement, and 5 no's of access column platform.	Grid 02-07 & C-H ( pls refer to scaffold shop drawing as attached)	7500	1
Column Access - static tower with cantilever 1 mtr			
L26-L32 with 1 mtr cantilever on eveny 2 mtr height	2.5	2.5	15
L26-L32 with 1 mtr cantilever on eveny 2 mtr height	2.5	2.5	10
Total AEd.			

Hire duration is one month , extendable. Expecting quotation by COB Monday, 22.08.22

Regards,  
Saman



**Saman Kulasooriya**  
Senior Quantity Surveyor  
E saman.kulasooriya@khansaheb.ae | M +971 50 587 3058 | T +971 4 605 7200









## CONTRACT QUOTATION

Date: 06 July 2022

**Khansaheb Civil Engineering L.L.C**  
Al Rashidiya,  
P.O.Box 2716,  
Dubai,  
United Arab Emirates

**Attention:** Mr Shivakumaran P - Site Agent  
**Subject:** Provision of scaffolding services - Dorchester Hotel and Residences - Business Bay  
**Quotation Ref:** 2439/2/1

Dear Sir,

Thank you for your valuable enquiry, it is our pleasure to submit our most competitive quotation as follows;

Our quotation is provided in accordance with current statutory regulations, project specific information provided and industry standards.

### SCOPE of WORK

To Provide Access Scaffolding- Residential tower Lvl 29 to Roof site walk - Dorchester Hotel and Residences - Business Bay - Khansaheb Civil Engineering L.L.C



## Specification of Quotation

Please find below the specification of the quoted works, if you have any questions regarding these please do not hesitate to contact us.

Item	Specification And Description	Item Rate (AED)	Qty	Price Excl VAT (AED)	Hire Period (weeks)	Extra Hire Per Week Per Quantity (AED)
1	GL 2-3 / C-H	57,000.00	1.00	57,000.00	1	2,052.00

Supply, erect and dismantle access scaffolding of dimensions:

1. 7.5m x 21.8m x 14.3m high, complete with 1Nos. lift of boards
2. 42.3m x 3.3m wide cantilever, built from scaffold 1
3. 18Nos. @ 11.2m x 1.3m wide additional platforms around columns, built on scaffold 1

Boarding - as specified - SWL = 1.50kN/m<sup>2</sup> on main scaffold & 0.75kN/m<sup>2</sup> on cantilevers

Hire Duration - Up to 7 days (minimum rental)

Design and Calculations - Included, any 3rd party inspections / approvals charged as additional

Sheeting/ Netting - Excluded

Modifications/ Alterations/ Adoptions - Excluded

2	GL 3-4 / C-H	40,440.00	1.00	40,440.00	1	1,640.00
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Supply, erect and dismantle access scaffolding of dimensions:

1. 10.1m x 21.8m x 9.1m high, complete with 1Nos. lift of boards
2. 20.2m x 3.3m wide cantilever, built from scaffold 1
3. 12Nos. @ 11.2m x 1.3m wide additional platforms around columns, built on scaffold 1

Boarding - as specified - SWL = 1.50kN/m<sup>2</sup> on main scaffold & 0.75kN/m<sup>2</sup> on cantilevers

Hire Duration - Up to 7 days (minimum rental)

Design and Calculations - Included, any 3rd party inspections / approvals charged as additional

Sheeting/ Netting - Excluded

Modifications/ Alterations/ Adoptions - Excluded



Item	Specification And Description	Item Rate (AED)	Qty	Price Excl VAT (AED)	Hire Period (weeks)	Extra Hire Per Week Per Quantity (AED)
3	GL 4-8 / C-D	41,520.00	1.00	41,520.00	1	1,318.00

Supply, erect and dismantle access scaffolding of dimensions:

1. 28.6m x 4.0m x 14.3m high, complete with 1Nos. lift of boards
2. 28.6m x 3.3m wide cantilever, built from scaffold 1

Boarding - as specified - SWL = 1.50kN/m<sup>2</sup> on main scaffold & 0.75kN/m<sup>2</sup> on cantilevers

Hire Duration - Up to 7 days (minimum rental)

Design and Calculations - Included, any 3rd party inspections / approvals charged as additional

Sheeting/ Netting - Excluded

Modifications/ Alterations/ Adoptions - Excluded

4	GL 4-8 / G-H	7,800.00	1.00	7,800.00	1	246.00
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Supply, erect and dismantle access scaffolding of dimensions:

1. 2Nos. @ 2.5m x 1.8m x 14.3m high, complete with 7Nos. lift of boards
2. 2Nos. @ 2.5m x 3.3m wide cantilever, built from scaffold 1

Boarding - as specified - SWL = 1.50kN/m<sup>2</sup> on main scaffold & 0.75kN/m<sup>2</sup> on cantilevers

Hire Duration - Up to 7 days (minimum rental)

Design and Calculations - Included, any 3rd party inspections / approvals charged as additional

Sheeting/ Netting - Excluded

Modifications/ Alterations/ Adoptions - Excluded

5	GL 7-8 / C-H	44,400.00	1.00	44,400.00	1	1,460.00
---	--------------	-----------	------	-----------	---	----------

Supply, erect and dismantle access scaffolding of dimensions:

1. 21.8m x 3.1m x 28.6m high, complete with 1Nos. lift of boards
2. 21.8m x 0.5m wide cantilever, built from scaffold 1
3. 2Nos. @ 3.1m x 3.3m wide cantilever, built from scaffold 1

Boarding - as specified - SWL = 1.50kN/m<sup>2</sup> on main scaffold & 0.75kN/m<sup>2</sup> on cantilevers

Hire Duration - Up to 7 days (minimum rental)

Design and Calculations - Included, any 3rd party inspections / approvals charged as additional

Sheeting/ Netting - Excluded

Modifications/ Alterations/ Adoptions - Excluded



GENERAL CONTRACT CLAUSES

*Letter to Client/Client Schedule with PTL.*

- Any ALTERATIONS/ STANDBY TIME/ DELAYS outside TAS control will be charged at DAYWORK RATES
  - Scaffold Supervisor AED 40.00/ hour
  - Scaffold Foreman AED 30.00/ hour
  - Basic Scaffolder AED 22.00/ hour
- Rates provided are based on a minimum 10 hour uninterrupted shift, 6 days/ week excluding Fridays and Public Holidays.
- A full day's work should be made available for our employees on each and every visit. We reserve the right to charge any lost time at day work rates.
- Overtime hours will be charged an uplift of 125% per hour, Fridays and Public Holidays will be charged an uplift of 150% per hour.
- Our quoted prices include for normal working hours only, with no allowance for hold ups of any description which will be charged at day work rates.
- A minimum written notice period of three working days is required for the commencement of the works or for each separate visit following a break of more than three consecutive days.
- Scaffolds have been designed to accommodate the loads indicated in the quotation. It is your responsibility to ensure that scaffolds are not overloaded and that any material is stacked safely and securely on the scaffold.
- You are responsible for providing sufficient safe and secure storage areas for our equipment that are located within a 15m unobstructed distance from the work face.
- You are responsible for the provision of full on site welfare facilities free of charge.
- Before our employees are required to handle any erected equipment you are responsible for cleaning it, and / or removing debris from it, and / or decontaminating it.
- Our quotation does not include for the cost of preparing engineering drawings and calculations, you should allow a minimum five working days for design preparation.
- Our quotation is based on statutory regulations and work practices current at the date of this quotation. Any changes to statutory regulations and work practices giving rise to additional costs will be charged as an extra to the contract.
- You are responsible for the safe keeping and security of all scaffolding equipment delivered to site until finally removed by us. Any material not returned to us, for whatever reason will be charged to you at its replacement value.
- The contract hire period(s) for each of the item(s) included within this quotation are the minimum hire periods to be paid, allowance will not be made for periods when the scaffold is not in use for whatever reason.
- Unless specified, our quotation does not include for 3rd party Inspections of any PPE items, should this be required it will be charged as a variation.
- Scaffold material hire will commence from date of hand over and cease from date of off hire, inclusive.
- We reserve the right to charge for an abortive site visit, an abortive site visit is determined as any cancellation less than twenty four hours before our planned attendance. We reserve the right to charge for an abortive site visit if the planned work is not available to us on arrival at site.
- Abortive site visits will be charged at 8 hours for each TAS employee in attendance.
- In the event of non-payment of account to agreed terms, we reserve the right to recover any such costs or interest charges incurred as a result. This to be added, uncontented to the final account agreement.



**PROJECT SPECIFIC CLAUSES**

- ◆ All equipment's to be protected by the client - Because of the very nature of the work, it is necessary for us to carry our materials around the building. Whilst we will take all possible care, we would point out that we cannot be held responsible for damage or any resulting costs.
- ◆ All scaffold materials will be supplied clean and in serviceable condition and should be returned to us in similar condition. Additional charges will apply for all materials damaged as a result of misuse and/ or overloading, those charges will depend upon whether the material(s) can be cleaned, repaired or need to be replaced. In all cases, materials will be segregated and made available for Inspection at our yard, subject to prior arrangement, for seven (7) days from notification.
- ◆ Allowances will not be made to the period of hire, whether contract hire periods or periods of extra hire, for holidays or any period when scaffolds are not in use.
- ◆ Otherwise specified, we have assumed that all scaffolds will commence from grade.
- ◆ Our price(s) are based on the details supplied by you. You are responsible for checking that your requirements have been correctly interpreted and that all loadings, dimensions and details are correct and practicable.
- ◆ TAS will not be held liable for any costs, associated with delays due to material supply and for any reason due to circumstances out with our control, this will be considered as force majeure.
- ◆ We have allowed to mobilize manpower and materials on the same day that access to the work location is confirmed, separate mobilization of materials prior to commencing scaffold erection will incur additional costs.



TERMS & CONDITIONS

**Payment Terms:** 60 Days

*It is conditional on accepting this quotation that we reserve the right in any event of non-payment of agreed terms to attend site and remove all our manpower and/or materials, any additional costs incurred will be added to our claim.*

*Under no circumstances will we entertain any discussions relating to retrospective discounts following receipt of order.*

*All prices/rates shown are exclusive of all applicable taxes and duties.*

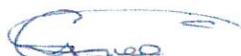
**Validity:** 60 days

**Availability:** Subject to resource availability at time of receiving order

**Acceptance:** For the avoidance of doubt our quotation is not contractually binding until your order is accepted in writing by Technical Access Services

We sincerely hope that we have interpreted your requirements accurately but if there is any aspect of our quotation that you wish to discuss in more detail please do not hesitate to get in touch.

Yours faithfully,  
For TAS LLC,



**GRAEME SNEDDON**  
General Manager



Page 6 of 6

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Sharjah  
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Email : info@tasuae.com | Website : www.tasuae.com

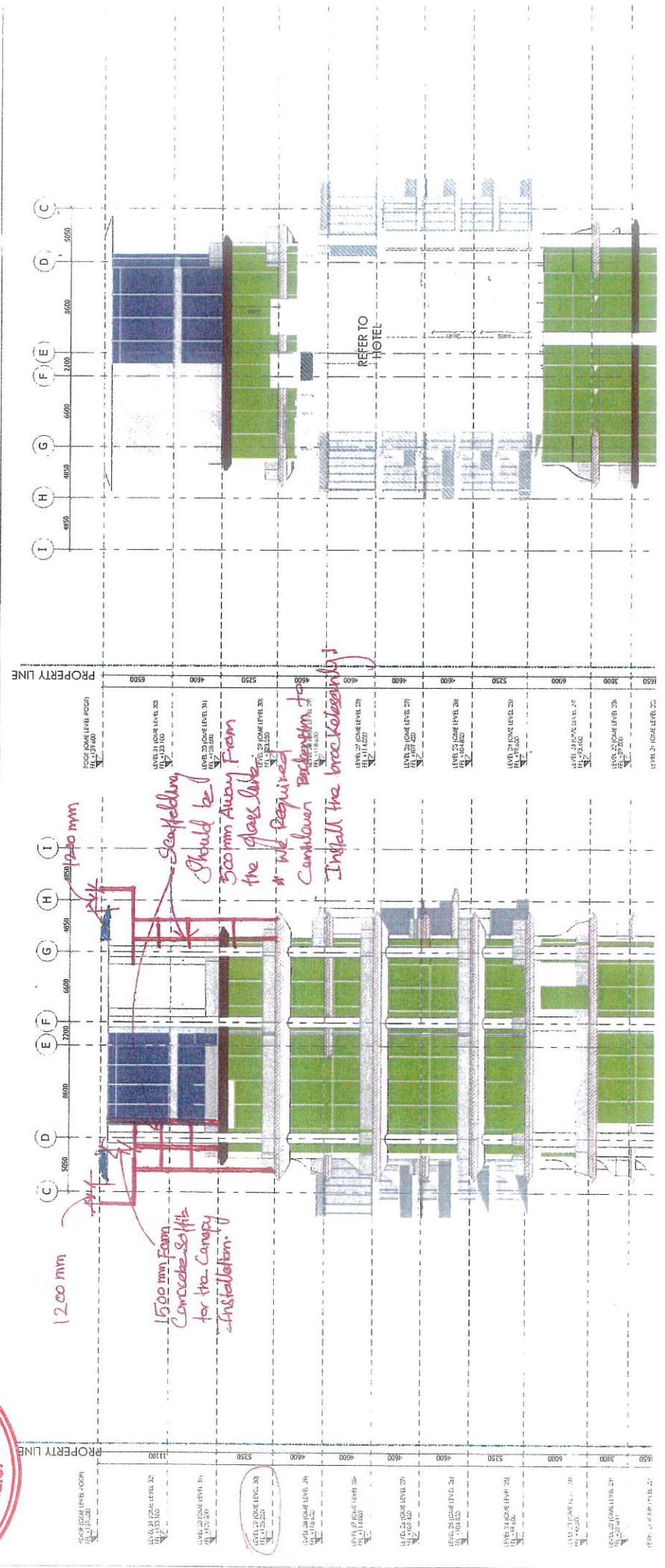
ISO 9001  
ISO 14001  
ISO 45001  
**BUREAU VERITAS**  
Certification

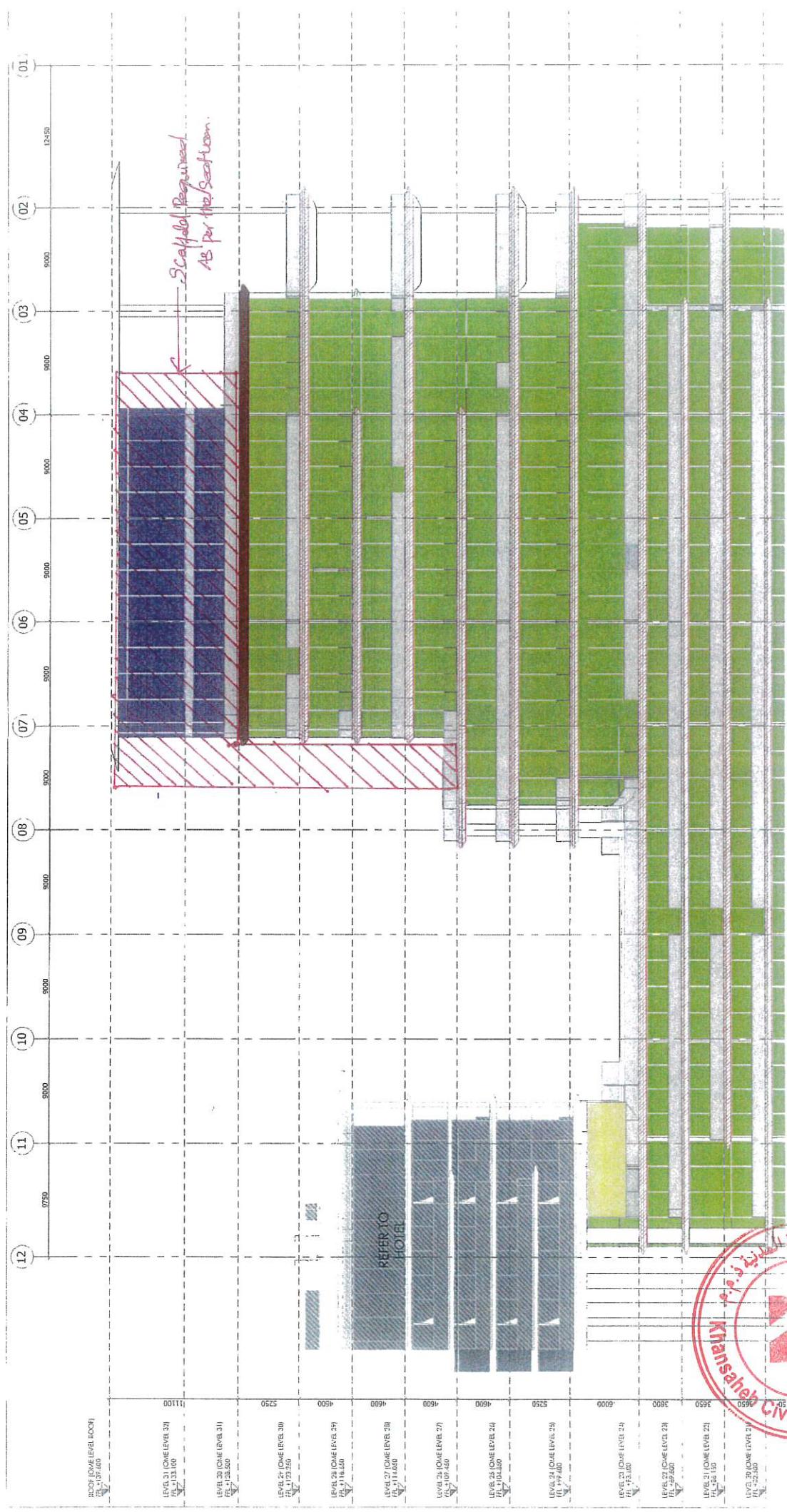


## SCAFFOLD REQUIREMENT FOR ROOF CANOPY AND ALL OTHER RELATED LINKS

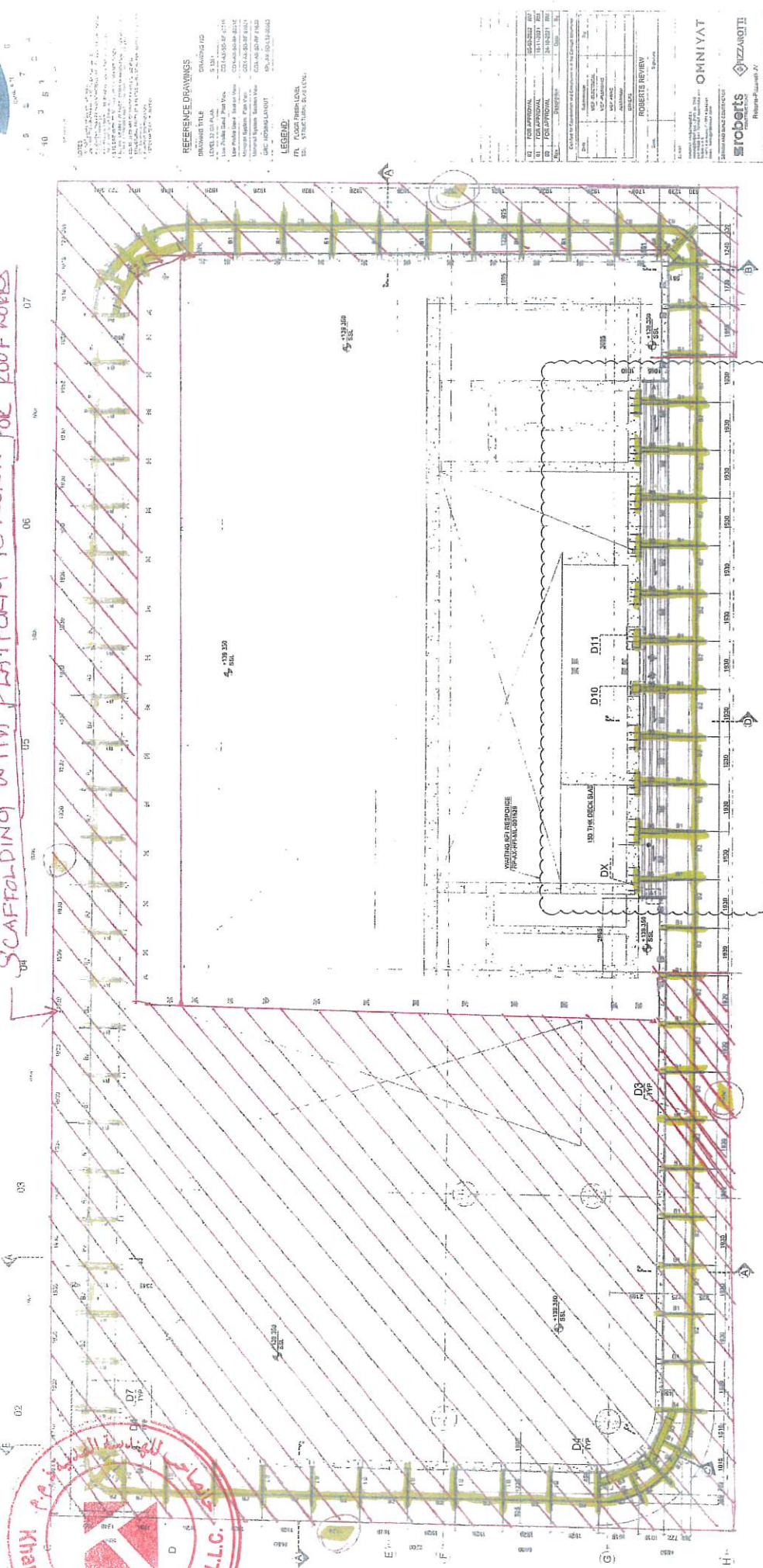
## RESIDENTIAL ELEVATION (EXTRACT)







## SCAFFOLDING WITH PLATFORM TO WORK FOR POOR WORKERS



RESIDENTIAL TOWER ROOF LEVEL - 32 MONORAIL & FACADE STEEL SUPPORT PLAN LAYOUT

## REGISTRATIONAL PLAN

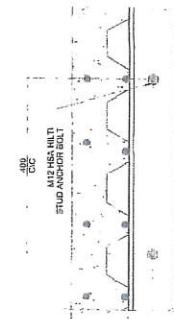
clarke  
samadhin



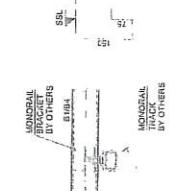
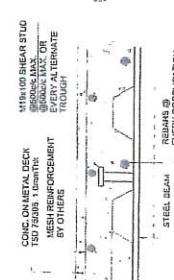
### STEEL SCHEDULE

SL. NO.	MARK	DESCRIPTION	GRADE	MARKS	REMARKS
01	B1	SHS 7575-56THIC	BEAM	5775.4H	
02	B2	UPHS 108	BEAM	5775.4H	
03	B3	RHS 25x15x15x15THIC	BEAM	5775.4H	
04	B4	SHS 25x15x15x15THIC	BEAM	5775.4H	
05	B5	SHS 14x11x11x11	BEAM	5775.4H	
06	B6	SHS 14x11x11x11	BEAM	5775.4H	
07	B7	RHS 25x15x15x15THIC	BEAM	5775.4H	
08	A1	L75x75x11x11C	BEAM	5775.4H	

1



EVERY CORRUPTION IS  
BY OTHERS



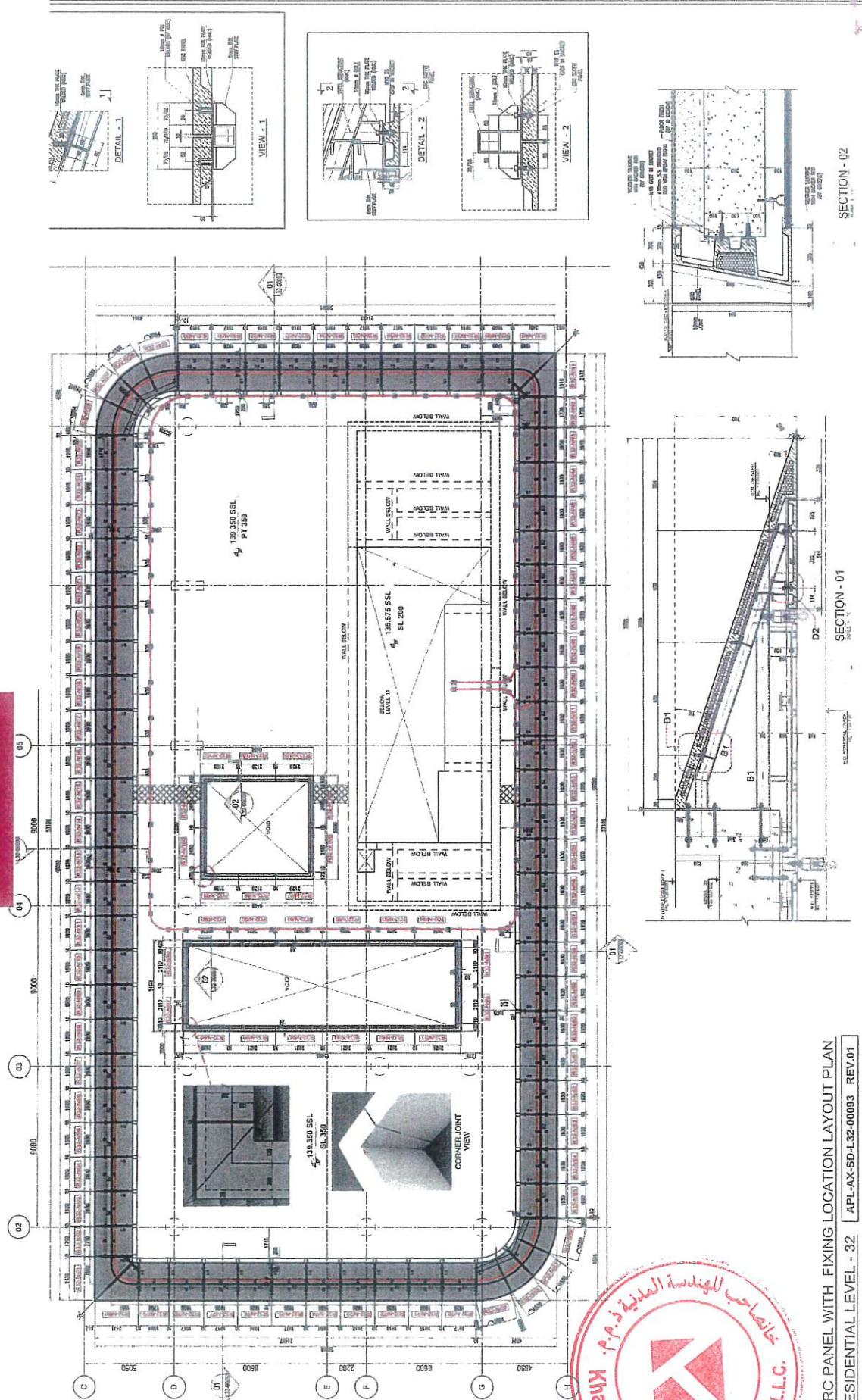
The diagram illustrates a typical monorail system. It features a single track represented by a thick black line. The track starts at the bottom left, goes up, then turns right, then down, then right again. There are several stations indicated by small rectangles along the track. A train, shown as a box divided into four quadrants, is positioned on the track. Labels include "MONORAIL" at the top, "MONORAIL BY OTHERS" on the right, and "TYPICAL MONORAIL" at the bottom right.

# GRC Panel Installed

## Comments

**GRC Panel Installed On 22/09/2021**

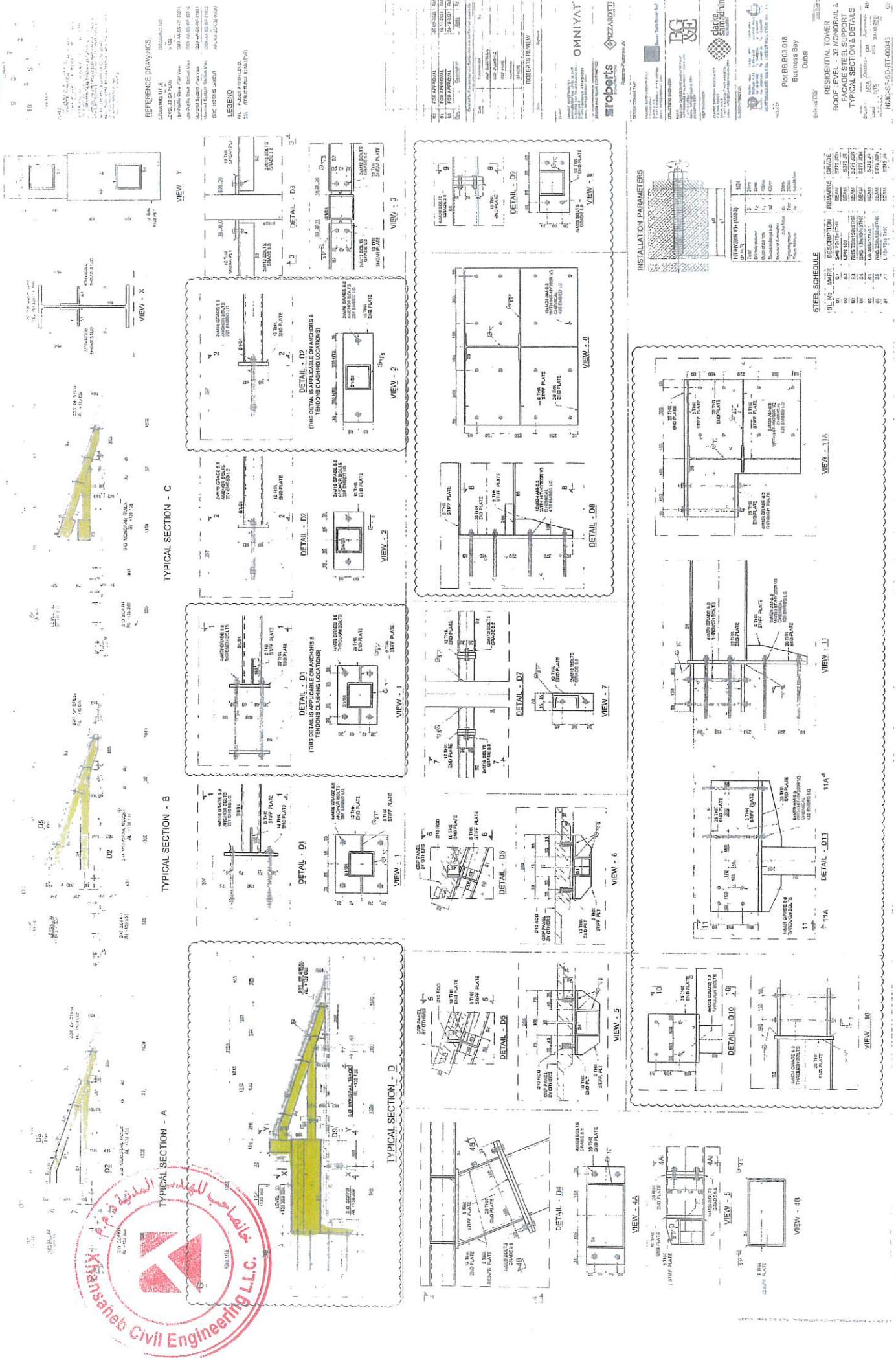
ARABIAN PROFILE CO. LTD.	PROJECT:	PLOT No. 18, BUSINESS BAY	REF. No.:	100440/NS/SF	SKETCH No.:	R32-GRC LAYOUT
P.O. Box 3195 Sharjah - U.A.E. Tel : (971-6) 54-32924 Email : info@arabianprofile.com	BUILDING:	TOWER	PREPARED:	J.D.	DATE:	23-01-22
CUSTOMER:	OMNIVAT	REVIEWED:	M.I.	DATE:	23-01-22	AMOD03771
REVISION INDEX:	1	2	3	4	5	6
DATE:	7	8	9			
TOLERANCE: ALL GIVEN MEASUREMENTS ARE SUBJECT TO ACCEPTED TOLERANCE OF $\pm 4\text{mm}$ .						



GRC PANEL WITH FIXING LOCATION LAYOUT PLAN  
RESIDENTIAL LEVEL - 32  
APL-AX-SD-1-32-00093 REV.01

SECTION - 02

SECTION - 01



Itum (02)

## Saman Kulasooriya

**From:** Joel Joseph <jjoel@tasuae.com>  
**Sent:** 22 August 2022 15:44  
**To:** Saman Kulasooriya  
**Cc:** Chris McCann; Graeme Sneddon; Manoj Pascal; Ajeesh Pulari; Supplier info tasuae  
**Subject:** RE: Scaffolding requirement for Residential tower Lvl 29 to Roof\_GRC, Cantilever Scaffolding  
**Attachments:** RE: Scaffolding requirement for Residential tower Lvl 29 to Roof site walk.- TAS Quote 2439/2/1; Roof Canopy detail.pdf; Coordinated Scaffold requirement.pdf

Good Afternoon Mr. Saman,

Further to your email below, please see the attached quote submitted previously against this scope of work (attached) based on the marked up drawings received (also attached).

Please advise if this quote fulfils the requirement.

Thank you

Best Regards

**Joel C Joseph**

Contracts Admin

Mob : +971 569385343

Tel : +971 4 4391533

Email : [jjoel@tasuae.com](mailto:jjoel@tasuae.com)



**Technical Access Services**

**ACCESS SOLUTIONS THROUGH INNOVATION**

TAS Head Office Dubai  
P.O. Box 127463, U-Bora  
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UAE  
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Fax: +971 4 452 3330

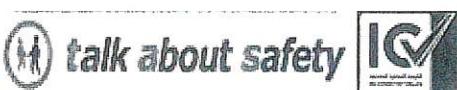
TAS Abu Dhabi Office  
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Tel: +971 2 555 5166  
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[www.tasuae.com](#)

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**From:** Saman Kulasooriya <saman.kulasooriya@khansaheb.ae>

**Sent:** Monday, 22 August 2022 3:09 PM

**To:** Joel Joseph <jjoel@tasuae.com>

**Cc:** Chris McCann <chris.mccann@khansaheb.ae>; Graeme Sneddon <gsneddon@tasuae.com>; Manoj Pascal <mpascal@tasuae.com>; Ajeesh Pulari <apulari@tasuae.com>; TAS <info@tasuae.com>

**Subject:** RE: Scaffolding requirement for Residential tower Lvl 29 to Roof\_GRC, Cantilever Scaffolding



## Saman Kulsooriya

**From:** Joel Joseph <jjoel@tasuae.com>  
**Sent:** 06 July 2022 12:04  
**To:** Shivakumaran P  
**Cc:** Shihab Chandrathil; Mohammed Shahid; Saman Kulsooriya; Kevin Davies; Chris McCann; Mithun Vallar Veetil; Sukesh Nair; Dileep Mathew; Graeme Sneddon; Manoj Pascal; Ajeesh Pulari; Prince James; Supplier info tasuae  
**Subject:** RE: Scaffolding requirement for Residential tower Lvl 29 to Roof site walk.- TAS Quote 2439/2/1  
**Attachments:** TAS \_Quote\_2439-2-1\_Dorchester Hotel And Residence Business Bay\_Khansaheb Civil Engineering.pdf

Dear Mr. Shivakumaran,

Please see our contracts proposal 2439-2-1 dated 06.07.2022 as attached .

We hope that our proposal is acceptable to you and looking forward to your next instructions.

Thanks And Best Regards

Joel C Joseph

Quantity Surveyor Assistant



Technical Access Services



talk about safety

TAS Head Office Dubai  
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[Abu Dhabi Office map](#)  
Web: [www.tasuae.com](http://www.tasuae.com)

TAS Sharjah Office  
P.O. Box 68087  
Sharjah, UAE  
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**From:** Joel Joseph

**Sent:** Tuesday, 5 July 2022 9:37 AM

**To:** shivakumaran.p@khansaheb.ae

**Cc:** shihab.chandrathil@khansaheb.ae; mohammed.shahid@khansaheb.ae; saman.kulsooriya@khansaheb.ae; kevin.davies@khansaheb.ae; chris.mccann@khansaheb.ae; mithun.vallarveetil@khansaheb.ae; sukesh.nair@khansaheb.ae; dileep.mathew@khansaheb.ae; Graeme Sneddon <gsneddon@tasuae.com>; Manoj Pascal <mpascal@tasuae.com>; Ajeesh Pulari (apulari@tasuae.com) <apulari@tasuae.com>; TAS <info@tasuae.com>

**Subject:** RE: Scaffolding requirement for Residential tower Lvl 29 to Roof site walk.

Dear Mr. Shivakumaran

Thank you for your enquiry and we are acknowledging the receipt of the same.

Item 03

## Saman Kulasooriya

**From:** Ajeesh Pulari <apulari@tasuae.com>  
**Sent:** 24 August 2022 11:08  
**To:** Saman Kulasooriya; Shivakumaran P  
**Cc:** Graeme Sneddon; Joel Joseph; Manoj Pascal  
**Subject:** RE: Scaffolding requirement for Residential tower Lvl 29 to Roof\_GRC, Cantilever Scaffolding  
**Attachments:** TAS \_Quote\_2439-2-1\_Dorchester Hotel And Residence Business Bay\_Khansaheb Civil Engineering.pdf; Coordinated Scaffold requirement.pdf; Roof Canopy detail.pdf

Good Morning Mr. Saman,

Further to your email below, please see our responses as follows (in yellow):-

1. The quotation is covering all the scaffolding materials including boarded lifts , cantilever sections as per the attached drawings

We would like to have a technical meeting for Mr. Graeme Sneddon / TAS Technical Head tomorrow in order clarify few points prior to the confirmation of the scheme of work, can you please confirm the schedule for tomorrow morning.

2. Total Invoice amount after completion of 8 weeks will be AED 238,172.00 ( 1st week free and consider 7 weeks for the calculations ? )

Confirmed, the value will be AED: 238,172 inclusive of 8 weeks hire (reference to our proposal 2439/2/1)

Thank you

Best Regards

### Ajeesh Pulari

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Tel : +971 4 4391514  
Email : [apulari@tasuae.com](mailto:apulari@tasuae.com)



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If you have received this e-mail in error, please immediately notify us via e-mail to: [info@tasuae.com](mailto:info@tasuae.com). We appreciate your cooperation.

**From:** Saman Kulasooriya <[samан.kulasooriya@khansaheb.ae](mailto:saman.kulasooriya@khansaheb.ae)>  
**Sent:** Tuesday, 23 August 2022, 5:36 pm



25<sup>th</sup> August 2022

Ref: 201A22002/K100/SK/qa/0105  
Technical Access Services L.L.C.  
P.O. Box 127463  
Dubai  
United Arab Emirates  
Tel No. 04 439 1500

Email. [gnseddon@tasuae.com](mailto:gnseddon@tasuae.com)

Attn; Mr. Graeme Sneddon- General Manager

Dear Sir,

**Dorchester Hotel & Residences**

**Supply, maintain, hire, and dismantle of existing Scaffoldings**

Further to the meetings held at our site offices on 28<sup>th</sup> April 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. Clarification Schedule/Trade Check List | (02 page)  |
| 4. K5 Summary of Requirements              | (3 pages)  |
| 5. Bill of Quantities                      | (1 page)   |

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

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

Thank you for your attention.

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

Chris McCann  
Senior Project Manager

Encl. as noted



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Subcontractor (SC):	Technical Access Services	Meeting Date:	25.08.22
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**Purpose of Meeting:** To review the technical & commercial aspects of the Subcontractor's tender, to ensure the bid is compliant with the tender enquiry, ascertain if the Subcontractor has fully understood the scope of the package & has the current capacity to execute the works and manage any associated risks.

**SCOPE OF WORK:**

Supply, maintain, hire and dismantle of Scaffolding to the above Project

SUBCONTRACTOR DETAILS (SC)		KHANSAHEB DETAILS (KCE)	
Name:	Technical Access Services	Name:	Khansaheb Civil Engineering LLC
Address:	P.O.Box 127463 Dubai, UAE	Address:	P.O.Box 2716 Dubai, UAE
Tel No.	04 439 1500	Tel No.	04 605 7200

NAME (SC)		DESIGNATION	NAME (KCE)		DESIGNATION
Present:	Graeme Sneddon Manoj Pascal	General Manager Operations Manager	Present:	Sam Sutherland Saman Kulsooriya	Construction Manager Sr. Quantity Surveyor

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

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

**Project Commercial Manager (KCE):**

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

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

Name:	Graeme Sneddon
Position:	General Manager
Mobile No:	050 658 5689
Email:	gsneddon@tasuae.com

**Correspondence:**

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

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

Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
Item	Minute	Action by	Date
2.0	Commercial Sufficiency		
2.1	Khansaheb Tender Enquiry		
	<p>SC confirmed receipt of KCE tender Enquiry:            Reference: KCE(Saman) email, 14.28 P.M.            Dated: 19.08.22</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 06.07.22 remained valid until	2439/2/1. 06.10.22	
2.2.2	SC confirmed its tender price as:	AED 265,036.00	
2.2.3	SC confirmed its tender price was:		
	Subject to Remeasurement		
	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 265,036.00		
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	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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	No	
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:  30th of each month		
	KCE confirmed that payment would be made within from the month end in which the SC's invoice was submitted	90	days
2.4.2	KCE confirmed and the SC agreed that the retention percentage on the work is <input type="checkbox"/> N/A %		
2.4.3	The release of retention will take place in line with the conditions of the Main Contract which states that the first half will be released:  N/A		
2.4.4	The Balance of retention release will occur:  N/A		
2.4.5	KCE and SC agreed that all retention payments will be made within days of receipt of <input type="checkbox"/> N/A	N/A	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002			
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> Further commercial terms were recorded in the continuation sheets: <input checked="" type="checkbox"/> No	365	days	from date of Taking over certificate	Not Applicable	
365	days	from date of Taking over certificate				
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 Subcontract standard form					
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: <input checked="" type="checkbox"/> 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. <input checked="" type="checkbox"/> The K5 was agreed and will be signed and returned by the SC within 2 days of the date of this meeting					



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
3.0	Design		
3.1	<p>The following design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>Where required, the SC will provide designs of specific scaffolds</p>		
3.2	<p>The following temporary works design responsibilities were identified as being the responsibility of the SC (if none state none):</p> <p>As item 3.1 above</p>		
3.3	The SC confirmed that his design, will be in accordance with the Tender and Main Contract documents and all design obligations shown and / or described therein are included.		
3.4	SC confirmed that it has sufficient and competent design resource available to deliver the above design responsibilities for this project.		
3.5	SC confirmed that his tender is fully compliant with all applicable Building Standards, Statutory Authority Regulations, Civil Defence and Municipality requirements etc.		
3.6	<p>SC confirmed that he has included for the provision of shop drawings:</p> <p>Yes</p>		
3.7	<p>SC agreed to provide all necessary as-built information and records:</p> <p>Not Applicable</p>		
3.8	<p>SC agreed to provide all necessary information and records necessary for incorporation into the projects operating and maintenance manuals:</p> <p>Not Applicable</p>		
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								
Item	Minute	Action by	Date								
4.0	Change Management										
4.1	<p>KCE confirmed and SC agreed that payment for additional work will not be made without prior written instruction from the following named persons:</p> <table> <thead> <tr> <th>Title</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Chris McCann</td> </tr> <tr> <td>Sr. Quantity Surveyor</td> <td>Saman Kulsooriya</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Title	Name	Project Manager	Chris McCann	Sr. Quantity Surveyor	Saman Kulsooriya				
Title	Name										
Project Manager	Chris McCann										
Sr. Quantity Surveyor	Saman Kulsooriya										
4.2	<p>KCE and SC agreed that the valuation of works on a daywork basis: <span style="border: 1px solid black; padding: 2px;">will not be</span></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:		Contract No:	KB						
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: Please refer to Appendix 2</p>	Yes							
5.3	<p>Further minutes were recorded in the continuation sheets:</p> <p>SC summarised what innovation, construction and material alternative options can be offered with potential cost savings: Not Applicable</p>	No							
6.0	Programme								
6.1	<p>KCE confirmed that the site working hours are:</p> <table> <tr> <td>Monday to Friday</td> <td>07.00-17.30</td> </tr> <tr> <td>Saturday</td> <td>07.00-17.30</td> </tr> <tr> <td>Sunday</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>	Monday to Friday	07.00-17.30	Saturday	07.00-17.30	Sunday	Closed		
Monday to Friday	07.00-17.30								
Saturday	07.00-17.30								
Sunday	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>SC to complete works within the Main Contract Programme duration</p>								
6.3	<p>A copy of which has been enclosed within Appendix 4</p> <p>SC confirmed receipt of KCE Main Contract programme rev and confirmed their acceptance of the same.</p>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A						



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
6.0	Programme continued		
6.4	SC confirmed that it was fully able to resource the works, including all necessary management, supervision, labour and plant in order to meet the requirements of the project and programme.		
6.5	SC confirmed that it would submit a detailed programme for approval within: 7 days from receipt of an LOI.		
6.6	SC confirmed that it would submit a resource histogram for labour & plant within: 7 days from receipt of an LOI.		
6.7	SC confirmed that it would submit procurement / submittal / shop drawing / information release schedules within: 7 days from receipt of an LOI.  SC is to ensure that all schedules are comprehensive and that information is requested / submitted in time to meet the requirements of the above referenced programme.		
6.8	SC confirmed that it would commence the production of shop / design drawings on receipt of the IFC drawings from KCE.		
6.9	SC agreed to provide a comprehensive schedule of long lead items for KCE's review including all documentation to evidence that all suppliers / manufacturers are working toward the agreed programme dates: 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:  superstructure, and all finishes trades		
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	Safety, Quality & Environmental		
8.1	SC confirmed its intention to sub-let part of the Subcontract works: <input type="checkbox"/> No If yes, the SC requested permission to sub-let the following works to the named companies below, and agreed that all KCE's conditions, standards, worker welfare polices etc. would also be applied to its subcontractors:		
8.2	SC confirmed that its labour for this project would be supplied by: Direct & Hired legally employed resource  If hired resource, SC confirmed the name of the labour supply company under item 8.1.		
8.3	SC confirmed that should any element of the works at any stage be required to be sub-let outside of the above list the SC would, prior to starting the works, obtain KCE's approval and provide details of the scope being sub-let and of the proposed companies. The SC also confirmed that it would warrant that the performance of all of their supply chain would be in line with the SC's own obligations as outlined in section 8.1 in every regard.		



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



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



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
10.2	KCE stated that in the event of a Subcontract award a Letter of Intent (LOI) would be issued. The SC agreed to proceed on this basis whilst the formal Subcontract Agreement was being collated.		
10.3	KCE confirmed the list of documentation appropriate for incorporation into the formal Subcontract order in the event of award is:  As listed in Appendix 1 of these minutes  These minutes and attachments  Any further documents issued from the date of these minutes until placement of order	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> No	
11.0	<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	Signed for Khansaheb:  Name (print): Saman K. Signature: 	Date: 25.08.12	
11.3	Signed for SC:  Name (print): Signature:	Date:	
12.0	<b>Attachments</b>		
12.1	No. of continuation pages	<input type="checkbox"/> 1	
12.2	Appendix 1 - Relevant Correspondence	<input type="checkbox"/> Yes	
12.3	Appendix 2 - Tender Clarification Schedule / <del>hand marked copy of SC tender</del>	<input type="checkbox"/> Yes	
12.4	Appendix 3 - K05 Summary of Attendances	<input type="checkbox"/> Yes	
12.5	Appendix 4 - Programme of Works	<input type="checkbox"/> Yes	



Contract:	Dorchester Hotel & Residences, Business Bay	Contract No:	201A22002
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Item	Minute	Action by	Date
	Continuation Sheets		
2.4.6	The daily rate is 0.1% of the subcontract value per day maximum 10% of the Subcontract amount.		
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 if restricted and so all materials, plant & equipment are to be delivered on a 'just in time' basis. Materials are to be delivered in sequence and are to be lifted & fixed directly into place upon delivery.		
3	KCE will provide craneage in accordance with its site logistics plan or other such arrangement to off-load & erect materials. The SC's representative is to attend daily crane co-ordination meetings with KCE to agree crane usage / timings for the following days. Notwithstanding that KCE is providing the craneage the SC is responsible for submission of lifting plans, Risk Assessments Method Statements for KCE's approval.		
4	The SC retains responsibility for providing lifting equipment, suitably trained & qualified riggers / banksman and supervision at all times during the SC Works		
5	The SC confirmed it has allowed for all costs associated with reduced working hours and / or changes in shift patterns during the Holy Month of Ramadan, 'summertime working' restrictions, night shifts & public holidays etc		
6	There will only be one site induction per day, should the SC require additional inductions additional costs will be incurred and charged to the SC		





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



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

APPENDIX 1

**SCHEDULE OF RELEVANT CORRESPONDENCE**

Technical Access Services

No.	Subject	Reference	Date
1	Scaffolding requirement for residential tower Lvr 29 to Roof_GRC.Cantilever scaffolding	KCE (Saman) email,14.28 pm (Enquiry)	19.08.22
2	Scaffolding requirement for residential tower Lvr 29 to Roof_GRC.Cantilever scaffolding	TAS (Joel) email,15.44 pm (Final Quotation)	22.08.22
3	Scaffolding requirement for residential tower Lvr 29 to Roof_GRC.Cantilever scaffolding	TAS (Ajeesh) email,11.08 pm (Confirmation of value for 8 weeks)	24.08.22
4	Minutes of Post Tender Review Meeting	KCE Letter ref. 201A22002/K100/SK/qa/0105	25.08.22





## APPENDIX 2

### TENDER CLARIFICATION SCHEDULE / TRADE CHECK LIST



Ref	TAS Quotation dated 06.07.22	KCE Response	Final Agreement dated
1	<b>Scope of Works</b> To Provide Access Scaffolding- Residential tower Lvl 29 to Roof site walk - Dorchester Hotel and Residences - Business Bay - Khansaheb Civil Engineering L.L.C	Noted	Agreed & Closed
2	<b>General Contract Clauses</b> Any ALTERATIONS/ STANDBY TIME/ DELAYS outside TAS control will be charged at DAYWORK Daywork can be accept proper instruction from KCE. The acceptable rates as follows, RATES: -Scaffold Supervisor AED 40.00/ hour -Scaffold Foreman AED 30.00/ hour -Basic Scaffold AED 22.00/ hour	-Scaffold Foreman AED 25.00/ hour -Basic Scaffold - To be agree ( If Required )	Agreed & Closed
3	Rates provided are based on a minimum 10 hour uninterrupted shift, 6 days/ week excluding Fridays and Public Holidays.	Noted. However, site is closed on Sunday only. The Subcontractor should manage the work as per the site timing and set programme.	Agreed & Closed
4	A full day's work should be made available for our employees on each and every visit. We reserve the right to charge any lost time at day work rates.	Noted, however, proper notification is required,	Agreed & Closed
5	Overtime hours will be charged an uplift of 125% per hour, Fridays and Public Holidays will be charged an uplift of 150% per hour.	Not agreed. Daywork rates are flat rates	Agreed & Closed
6	Our quoted prices include for normal working hours only, with no allowance for hold ups of any description which will be charged at day work rates.	The subcontractor manage the timing as per agreed program requirement. No dayworks are accepted,	Agreed & Closed
7	A minimum written notice period of three working days is required for the commencement of the works or for each separate visit following a break of more than three consecutive days.	The KCE will provide 2 days advance notification to commence the work and the subcontractor should mobilize accordingly,	Agreed & Closed
8	Scaffolds have been designed to accommodate the loads indicated in the quotation. It is your responsibility to ensure that scaffolds are not overloaded and that any material is stacked safely and securely on the scaffold.	Noted. However, Subcontractor HSE supervisor should advise KCE, if scaffolds are overloaded.	Agreed & Closed
9	You are responsible for providing sufficient safe and secure storage areas for our equipment that are located within a 15m unobstructed distance from the work face.	Storage areas are limited and subcontractor should bring the materials as when required. Storage areas should be mutually agree with KCE and the subcontractor.	Agreed & Closed
10	You are responsible for the provision of full on site welfare facilities free of charge.	Noted and agreed	Agreed & Closed
11	Before our employees are required to handle any erected equipment you are responsible for cleaning it, and /or removing debris from it, and / or decontaminating it.	Noted and agreed	Agreed & Closed
12	Our quotation does not include for the cost of preparing engineering drawings and calculations, you should allow a minimum five working days for design preparation.	Not agreed. Quoted amount is including design, preparation of shop drawings and prepare revisions till approval to proceed.	Agreed & Closed
13	Our quotation is based on statutory regulations and work practices current at the date of this quotation. Any changes to statutory regulations and work practices giving rise to additional costs will be charged as an extra to the contract.	Noted and agreed	Agreed & Closed
14	You are responsible for the safe keeping and security of all scaffolding equipment delivered to site until finally removed by us. Any material not returned to us, for whatever reason will be charged to you at its replacement value.	TAS responsible for managing own materials unless damaged by KCE	Agreed & Closed
15	The contract hire period(s) for each of the item(s) included within this quotation are the minimum hire periods to be paid, allowance will not be made for periods when the scaffold is not in use for whatever reason.	Noted and agreed	Agreed & Closed
16	Unless specified, our quotation does not include for 3rd party Inspections of any PPE items, should this be required it will be charged as a variation.	Noted and agreed	Agreed & Closed
17	Scaffold material hire will commence from date of hand over and cease from date of off hire, inclusive.	Noted and agreed. First week of hire is included in the unit rate and extra hire will start from 2nd week.	Agreed & Closed
18	We reserve the right to charge for an abortive site visit, an abortive site visit is determined as any cancellation less than twenty four hours before our planned attendance. We reserve the right to charge for an abortive site visit if the planned work is not available to us on arrival at site.	Noted, but subcontractor should properly supported to claim from the client.	Agreed & Closed
19	Abortive site visits will be charged at 8 hours for each TAS employee in attendance.	Actual abortive cost should be substantiate by the Sub contractor.	Agreed & Closed
20	In the event of non-payment of account to agreed terms, we reserve the right to recover any such costs or interest charges incurred as a result. This to be added, uncontented to the final account agreement.	Not agreed. No interest will be payable	Agreed & Closed
21	All equipment's to be protected by the client - Because of the very nature of the work, it is necessary for us to carry our materials around the building. Whilst we will take all possible care, we would point out that we cannot be held responsible for damage or any resulting costs.	The subcontractor should carryout the work without damaging the finishes.	Agreed & Closed
22	All scaffold materials will be supplied clean and in serviceable condition and should be returned to us in similar condition. Additional charges will apply for all materials damaged as a result of misuse and / or overloading, those charges will depend upon whether the material(s) can be cleaned, repaired or need to be replaced. In all cases, materials will be segregated and made available for Inspection at our yard, subject to prior arrangement, for seven (7) days from notification.	Noted , the rates of missing and damage materials should agree both parties reasonably.	Agreed & Closed
23	Allowances will not be made to the period of hire, whether contract hire periods or periods of extra hire, for holidays or any period when scaffolds are not in use.	period of hire based on attached BOQ rates and agreed duration inline with scaffolding tickets.	Agreed & Closed
24	Otherwise specified, we have assumed that all scaffolds will commence from grade.	As specified in the agreed design	Agreed & Closed
25	Our price(s) are based on the details supplied by you. You are responsible for checking that your requirements have been correctly interpreted and that all loadings, dimensions and details are correct and practicable.	The subcontractor should coordinate with KCE site team and agreed the design before place the order. Therefore, no additional cost unless modifications instructed by KCE.	Agreed & Closed
26	TAS will not be held liable for any costs, associated with delays due to material supply and for any reason due to circumstances out with our control, this will be considered as force majeure.	Force Majeure will be administrated as per the Subcontract.	Agreed & Closed
27	We have allowed to mobilize manpower and materials on the same day that access to the work location is confirmed, separate mobilization of materials prior to commencing scaffold erection will incur additional costs.	Not agreed. The subcontractor to arrange to delivery of materials in advance in line with the project program.	Agreed & Closed
28	Payment Terms:60 Days	90 Days	Agreed & Closed
29	It is conditional on accepting this quotation that we reserve the right in any event of non-payment of agreed terms to attend site and remove all our manpower and/ or materials, any additional costs incurred will be added to our claim.	Not agreed.	Agreed & Closed
30	Under no circumstances will we entertain any discussions relating to retrospective discounts following receipt of order.	The subcontract amount is agreed with both the parties.	Agreed & Closed
31	All prices/ rates shown are exclusive of all applicable taxes and duties.	Noted & Agreed	Agreed & Closed
32	Validity: 60 days	Noted & Agreed	Agreed & Closed
33	Availability: Subject to resource availability at time of receiving order	The Subcontractor should mobilize with the two days after confirmation of order.	Agreed & Closed
34	Acceptance: For the avoidance of doubt our quotation is not contractually binding until your order is accepted in writing by Technical Access Services.	Noted and agreed	Agreed & Closed
35	We sincerely hope that we have interpreted your requirements accurately but if there is any aspect of our quotation that you wish to discuss in more detail please do not hesitate to get in touch.	Noted	Agreed & Closed



## Commercial Trade Checklist for Access Scaffolding

No	Item	Comments
1.	Hire periods & rates for extended hire of scaffold	Hire start from the date of handover, similar to other KCE projects. However, first week cost of hire is included in the item rate.
2.	Procedures for variations to contract, including method of pricing variations e.g. pro-rata rates etc.	Additional scaffold will wherever possible be valued at the agreed rates as per the pricing schedule, or based on rates given in the pricing schedule.
3.	On and off-hire dates. The hire commences the day after the completion of scaffold erection and issue of 'scafftag' & ceases on KCE's notification to dismantle.	Note. The same principle apply to scaffold which is to be partially dismantled.
4.	Design responsibility and design approval period.	The SC will be responsible for designing the scaffold, inclucing providing drawings, calculations & 3rd party check certificates where necessary. Cost for 3rd party checks are not included , if this is required, additional charges may apply.
5.	Scaffold handover / inspection / certification procedure	Scafftag system to be implemented.
6.	Scaffold inspection responsibilities.	SC allocate 'responsible person' who is to inspect & confirm scaffold is fit for use. Scaffold is to be jointly measured on site for valuation purposes.
7.	Notice period for returning to site for adaptations and dismantling.	SC is to respond to KCE requests for modification / adaption of scaffold within 24 hours of KCE request.
8.	Schedule of rates for any write-offs (that are caused by KCE).	Items to be included & priced in pricing schedule.
9.	Out of hours working, special requirements or variations from scaffolder's normal hours.	Daywork rates are to be provided as per the pricing schedule, all rates (daywork & measured works) will apply to both dayshift & nightshift, rest days / holidays & public holidays.
10.	Competent site supervisor to be provided.	SC to provide a full time competant scaffold supervisor / foreman at all times when scaffolding works are being undertaken.
11.	Certification of scaffolders.	SC is to ensure all scaffolders are suitably trained / qualified
12.	Confirm safety netting, sheeting and wind loading requirements.	Shade net are excluded in proposal
13.	Rubbish chute, supply, fix and maintain.	Not Required
14.	Ladder access requirements.	Access ladders are to be provided to scaffolds at regular intervals in accordance with local standards and recognised good practise and as agreed with KCE staff. Ladder gates & hatches are to be included.
15.	Safety signage, supply and fix.	Note. SC is responsible for provision of all signs & notices relating to the scaffolding.
16.	Pedestrian walkways.	Not included in the subcontract
17.	Loading bay requirements.	Not included in the subcontract
18.	Hoist landings.	N/A
19.	Lift shaft / stairwell scaffolds.	Not included in the subcontract
20.	Agree any double boarding with intermediate sheets over public walkways, or other protected areas.	Not included in the subcontract
21.	Agree storage areas.	KCE will provide a storage area for the SC to use, although it should be noted space on the site is limited & thus the SC will have to mobilise / demobilise materials on an as required basis.
22.	Agree clearance of materials, after erection and dismantling.	All scaffold materials to be cleared to an agreed storage location on site. The SC is aware that space is at a premium and ths limited quantities of scaffold can be stored on site.
23.	Confirm all scaffold fully inspected and handover certificate issued prior to first use.	Scafftag' system to be implemented. SC allocate 'responsible person' who is to inspect & confirm scaffold is fit for use. Scaffold is to be jointly measured on site for valuation purposes.
24.	Confirm all scaffold safety notices are the scaffolder's responsibility. e.g. scaffolding incomplete etc.	Note. SC is responsible for provision of all signs & notices relating to the scaffolding.
25.	Agree dismantling procedure, safe working areas, exclusion zones, etc.	To be agreed on site to suit specific requirements.
26.	Confirm adaptations only by scaffolders to approved design.	Adaptions / modifications to scaffolds are to be undertaken by suitably qualified personnel & in accordance with approved designs / method statements as applicable
27.	Specific lift heights.	Lifts heights to be agreed for specific scaffolds, but typically to be to suit scaffold system
28.	Agree clearance between scaffold and structure (base setting out).	To be agreed on site to suit specific requirements.



Commercial Trade Checklist for Access Scaffolding

No	Item	Comments
29.	Agree all tying-in to design loadings, locations and methods.	Scaffold to be tied to structure as necessary to ensure stability / safety.
30.	Obtain rates (linear metre) for hand-rails to voids, slab edges, roofs, stairs, etc.	Not included in the subcontract
31.	Scaffold boards to be clipped where required.	The SC is to ensure all scaffold boards are clipped where required in accordance with applicable standards and good practice





### APPENDIX 3

#### K05 SUMMARY OF ATTENDANCES & FACILITIES

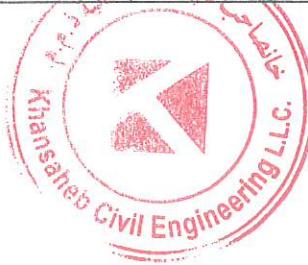


### APPENDIX - 3: SUMMARY OF ATTENDANCES & FACILITIES

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	n/a	n/a
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	<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 ( <i>KCE Gloves &amp; Eye protect Policy</i> )	<input type="checkbox"/>	✓
3.10	Provision of samples & mock ups	<input type="checkbox"/>	✓
3.11	Testing / commissioning (where applicable to SC Works)	<input type="checkbox"/>	✓
3.12	Cleanings and housekeeping Labour- Dedicated team for daily regular progressive clean-up	<input type="checkbox"/>	✓
3.13	Final clean of Subcontract Works	<input type="checkbox"/>	✓
3.14	Temporary works (if applicable)	<input type="checkbox"/>	✓



Ref	Description	KCE	Sub-Contractor
4	<b>Craneage &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 (If available on site)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.3	Shared use of hoists and / or service lifts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.4	Offloading Subcontractor's deliveries (within the areas identified in KCE's logistic / crane plan & within maximum crane lifting limits)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.5	Offloading Subcontractor's deliveries (Outside of areas shown in KCE logistic / crane plan)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.6	Loading out Subcontractor materials to the place of installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.7	Specialist lifting accessories i.e Spreader beams, frames etc	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	<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 type="checkbox"/>
5.7	Mechanical/electrical working platforms - scissor lifts, cherry pickers and the like	<input type="checkbox"/>	<input type="checkbox"/>
5.8	Independent access scaffold up to platform height of 3.5m by SC	<input type="checkbox"/>	<input type="checkbox"/>
5.9	Independent access scaffold platform height above 3.5m	<input type="checkbox"/>	<input type="checkbox"/>
5.10	Birdcages & specialist crash decks	<input type="checkbox"/>	<input type="checkbox"/>
5.11	Handrail edge protection	<input type="checkbox"/>	<input type="checkbox"/>
5.12	Debris netting & protection	<input type="checkbox"/>	<input type="checkbox"/>
5.13	Access stairs to the works	<input 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"/>
6	<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"/>
7	<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 checked="" type="checkbox"/>	<input type="checkbox"/>
7.3	High visibility vests with company name, designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.4	Safety Helmet with names/ designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	<b>Confined Space Works (only to extent applicable for the SC Works)</b>		
8.1	Multi gas monitor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.2	Rescue harness per entrant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.3	Rescue tripods & winches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.4	Mechanical ventilation, extraction & air movement equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.5	Emergency rescue escape sets (for medium & high risk works).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.6	Means of communication (e.g. Radio)	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Ref	Description	KCE	Sub-Contractor
9	MEP Specific Attendances (only to extent applicable for the SC Works)		
9.1	Provision of power for testing & commissioning	<input type="checkbox"/>	<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"/>

Signed on behalf of the SC

Date





**APPENDIX 4**  
**BILL OF QUANTITIES**



Preamble for Scaffold Measurement;

1. The 'scaffold pricing schedule' is to be completed by the Subcontractor. Interim payments will be made on this basis.
2. Scaffold hire is to be charged per calendar day, commencing on the day after the scaffold has been signed off (scafftag issued) and handed over to KCE. The hire of scaffold will cease on the date KCE notify the Subcontractor the scaffold is no longer required and can be dismantled. KCE will endeavour to give reasonable notice of when scaffolds are to be off hired.
3. Scaffolds measured in m<sup>2</sup> will be measured to the top boarded lift only, the handrail to the top boarded lift will not be included in the calculation of the area / volume for payment purposes.
4. The handrail & toe board to the top boarded lift will not be measured as a separate item, this is deemed to be included within the rate for scaffold. Handrails will only be measured as a separate item where specifically required as edge protection (to slab edges / openings & the like) or 'inside handrails' as instructed by KCE.
5. Additional boarded lifts will be measured on plan to the area boarded. The rate for such boarded lifts is deemed to be inclusive of the external handrail and toe boards required to ensure the boarded lift is fit for use.
6. Internal handrails will be measured separately in linear metres at the agreed rates. Internal handrails are only to be erected at locations specifically requested by KCE, rates are deemed to be inclusive of handrails and toe boards in accordance with specification.
7. Independent scaffold is to be erected to a standard width of 1.20m, unless specifically instructed otherwise by KCE.
8. Scaffold to columns (measured / m vertically to platform level) can be 600mm wide where erected to all 4 faces of column.
9. ~~There is separate classification for "scaffold towers", mobile & static. Access scaffold, having more than 4 'support legs' will be measured and valued at the applicable rates for 'independent scaffold'.~~
10. Where an existing scaffold is partially stripped and / or modified then the work executed will either be valued at rates contained in the pricing schedule or rates derived therefrom.

11. Ladders, inclusive of ladder gates & ladder hatches are to be provided at regular intervals in accordance with local standards and recognised good practise and locations agreed with KCE staff.



Preamble for Scaffold Measurement;

12. The Subcontractor will have shared use of KCE's mobile cranes, by agreement, which is to be co-ordinated with KCE and others. ~~In the event the mobile cranes are not available then the Subcontractor will not be entitled to any additional payment.~~
13. All unit rates are deemed to be fully inclusive of the delivery of materials to site, the distribution of materials to the work and the subsequent removal of materials to an agreed location and demobilise from site.
14. All unit rates are to apply equally to work executed on day & night shift, weekdays, holidays, rest days and public holidays.
15. Monthly applications / invoices are to be submitted on a 'cumulative' basis in both hard & soft copy in a format to be jointly agreed.



## **BILL OF QUANTITIES**

CONTRACT NAME: Dorchester Hotel & Residences Date : 24.08.22

Date :

24.08.22

CONTRACT NO.: 201A22002

SUBCONTRACTOR: Technical Access Scaffolding Services LLC

## 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;
  - c. the Subcontractor fails to comply within 7 days of receipt of a written order from the Main Contractor to proceed with any rectification work or replacement of defective work not in accordance with the Subcontract; or
  - d. the Subcontractor is, for any other reason, in breach of this Subcontract.
 In any of these events or circumstances, the Main Contractor may, upon giving 14 days' written notice to the Subcontractor, terminate this Subcontract and expel the Subcontractor from site.
  - (ii) Notwithstanding Clause 21(i) above, the Main Contractor can terminate this Subcontract at any time for the Main Contractor's convenience by giving 14 days' written notice to of such termination to the Subcontractor.
  - (iii) The Main Contractor shall also be entitled to suspend and / or terminate this Subcontract if the Main Contract is suspended and / or terminated by the Employer. In this event, the respective rights of the Main Contractor and Subcontractor shall be like for like to those of the Employer and the Main Contractor under the Main Contract.



- (iv) In the event of this Subcontract being terminated under Clause 21(i)a., b., c., or d. the Subcontractor shall be entitled to payment of the unpaid balance of Subcontract Works executed and materials delivered to site, adjusted by:
- any increased cost to the Main Contractor in the completion of the Subcontractor Works; and
  - any other loss and expense incurred by the Main Contractor as a result of the termination.
22. The Subcontractor shall treat the details of this Subcontract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with laws of the Emirate of Dubai and the United Arab Emirates.
23. (i) If a dispute of any kind whatsoever arises between the Main Contractor and the Subcontractor in connection with, or arising out of, the Subcontract or the execution of the Subcontract Works, then the Main Contractor or the Subcontractor shall give a notice of this dispute to the other party (**Notice of Dispute**), stating that the Notice of Dispute is given pursuant to this Clause.
- (ii) If a Notice of Dispute is given under Clause 23(i) the Main Contractor and Subcontractor shall attempt to settle such dispute amicably within 56 days of receipt of the Notice of Dispute.
- (iii) If the dispute is not settled amicably under Clause 23(ii) either party may refer the dispute to an independent third party adjudicator appointed by Dubai International Arbitration Centre (**Adjudicator**) to be finally settled. The Main Contractor and Subcontractor shall agree the terms upon which to appoint the adjudicator and conduct the adjudication. The Adjudicator must issue his written decision to the Main Contractor and Subcontractor within 90 days of being appointed (**Adjudicator's Decision**).
- (iv) The Adjudicator's Decision shall be final and binding on the Main Contractor and Subcontractor until the completion of the Subcontract Works or the issuance of a notice of dissatisfaction in accordance with Clause 23(v) below. The Subcontractor shall give immediate effect to the Adjudicator's Decision and shall proceed with the Subcontract Works with all due diligence whether he or the Main Contractor requires arbitration as hereinafter provided or not.
- (v) If the Adjudicator fails to issue his decision in accordance with Clause 23(iii), or if either the Main Contractor or the Subcontractor is dissatisfied with his decision and has issued a written notice of dissatisfaction to the Adjudicator and the other party within 14 days of receiving the decision, either the Main Contractor or the Subcontractor may within 90 days of receiving the decision or 90 days after the expiration of the first named period of 90 days (as the case may be) refer the dispute to arbitration, to be conducted in accordance with the arbitration agreement in the Main Contract. In this event, reference to the Employer and Main Contractor in the arbitration agreement in the Main Contract shall be read as Main Contractor and Subcontractor respectively.
24. This Subcontract shall be governed by the laws of the Emirate of Dubai and the United Arab Emirates and the ruling language shall be English.
25. The Subcontractor warrants and undertakes that it shall comply with:
- all applicable laws and regulations relating to its performance of the Subcontract Works and, in particular, laws and regulations relating to the employment, health, safety, welfare, immigration and emigration of its employees. The Subcontractor shall require its employees to obey all applicable laws and regulations, including those concerning safety at work;
  - all applicable laws and regulations relating to anti-bribery and anti-corruption; and
  - all of the Main Contractor's internal policies and procedures and, in particular, those relating to the welfare of its employees and anti-bribery and anti-corruption.
- (i) Contractor's Worker Welfare Procedure: means the Contractor's Worker Welfare Procedure as available in the Contractor's Main Office and as updated by the Contractor from time to time.
- (ii) The Subcontractor undertakes, warrants and represents that in the performance of its obligations under this agreement that it and each member of its own supply chain shall comply without limitation with all applicable laws, statutes, regulations and codes from time to time in force and where there is no conflict shall as a minimum comply with the Contractor's Worker Welfare Procedure.
- Any breach of this Clause 26 by the Subcontractor shall be deemed a fundamental breach of the Subcontract Agreement and shall entitle the Contractor to terminate the Subcontract Agreement.
- (iii) The Subcontractor represents and warrants that:
- its responses to the Contractor's due diligence questionnaires are complete and accurate; and
  - neither the Subcontractor nor any of its officers, employees [or other persons associated with it] has been convicted or is in the process of being investigated for any offence involving slavery and human trafficking, bribery or any breach of competition law.
- The Subcontractor shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking, bribery or breach of competition law within its own supply chains.
- (iv) The Subcontractor shall notify the Contractor as soon as it becomes aware of any breach, or potential breach, of Clause 26 by it or any member of its own supply chain.
- (v) The Subcontractor shall:
- allow the Contractor a general right of audit, and in particular a right to audit their accommodation facilities and give access to their employees to be interviewed where deemed appropriate.
  - demonstrate they have taken reasonable and appropriate steps to ensure that their own supply chain meet the requirements of the Contractor's Worker Welfare Procedure.
- (vi) The Subcontractor shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the policies as set out in the Contractor's Worker Welfare Procedure.
- (vii) The Subcontractor shall indemnify and hold harmless the Contractor, its Shareholders, Directors, officers and employees in full and on demand from and against any and all liabilities, claims, fines, demands, damages, losses, costs or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from a breach of the policies as set out in the Contractor's Worker Welfare Procedure.
- (viii) The Subcontractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with the policies as set out in the Contractor's Worker Welfare Procedure.

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