

Questions to Q1 "supervision" of Sub-Contracting, Q2 "Contract Language", and Q3 "Program"

It is not clear: Is the subcontracting to carry out by a subcontractor

A - for **defined BoQ-items** (with hiring of equipment and operations / boreholes for auxiliary and temporary works incorporated in the Unit Rate / Method of Measurement) or

B - to approve a Variation to a Contractor / Subcontractor for **Provisional Sum** (SC13.5).

Contractors use this opportunity to submit Bid / Variation Proposal VP - on request of the Engineer -

(a) subcontractors side: "S/C mobilization, demobilization", Costs (mostly not broken down - do hide transparency - plus profit, and

b) Main Contractor side: Superintendence is mostly limited to the default profit, which does make sense because the Main Contractor has already mobilized his Site and his supervision is already available on site.

Q1 Supervision for Sub-Contracting.

The breakdown of prices provides in the Bill No 100 time- and value related unit rates for the indirect/preliminary & general costs. "superintendence" costs can be added there or just increase the Unit rate (if the quantity will not vary)

Q2 Contract Language

The Contract language is set as English (SC01.4). Hence all legal effective communication has to be done in English.

A : It is also the Engineer's (SC03.2) and Contractor's obligation (SC04.1 / 04.3) to deploy personnel, which are able to communicate (read, write and speak) fluently in English.

B _ If the Engineer or Contractor is not able to do so, so he is in breach of Contract.

Apparently, the Employer has not done a due diligent technical and financial evaluation for the award of Contract. Under these circumstances, the Employer might be partially responsible for these defaults of awards.

C _ Anyway, it might be assessed as lack of supervision by the Employer (Service Contract) and lack of supervision by the Engineer (Works Contract)

D _ If a Dispute will arise, and the Adjudicator needs documentary proof in English, an **accountable Adjudicator** will request the Parties to translate the Communications, CON + ENG's Diaries, inspection, and testing results, **in English by a sworn-in interpreter**. The Costs have to be paid by the culprit, who has not complied with the Contract Law

E _ The Contractor has no obligation to pay Translators e.g. Pashtun to Turkish, if the Contract Language is English for a project Site in Afghanistan. Usually the Contract provides provision for the Translators in the Service Contract.

Q3 Program

The Questions indicates they are related to the Main Contractor. SC08.3 (a), (b), (c) and (d) describes the requirements for a Programme. The program shall be submitted 28 days latest, after receiving the Commencement order. Moreover, if disruption and delay occurs, the Contractor shall submit a revised Work Program even with adjusted Time for Completion, if the reasons acc. to SC08.4 and SC08.6 are provide. Acceleration measures instructed by the Engineer/Employer are to being paid by the Employer (expressly stated in the MDB2010 / SC08.6 Contract Law).