

Project : GuB Capacity and Capability Building
 Subject: **Quality Assurance System (Specification) compared with Contract Management / Change Management**
 Reference: Service Contract (e.g. White FIDIC Book 2006) and Works Contract (e.g. Pink Book 2010)
 Conditions of Contract: Construction for Building and Engineering Works **designed by the Employer**

Explanation: Basic Principles / Responsibilities R of the Contract
 Employer's R = Design
 Engineer's R = adaptive Design / Re-Design due to Causes after Base Date and supervision (Contract Administration and Quality Management)
 Contractor R = Builder for RED FIDIC Book legal doctrine.

Correlation of

A _ Quality Management, Quality Assurance and Quality Control and
 B _ Contract Administration, ex-ante Change Management and ex-post tech + fin Aspects

Key word	issues	Key word	Issues
Quality Management	<p>Organisational approach to coordinate the process and ensure the quality/ workmanship of the final result / permanent works by meeting the requirements / Specs based on the "Contract" with all the integral parts.</p> <p>The Design / Drawings are mostly considered as the prevailing Scope of Works (individual discussed and agreed) Specifications are cut and pasted from projects, mostly superseded due overaged.</p>	<p>Contract Administration</p> <p>Apply all guidelines of the Contract, circumstantiate cause-effect relations and justify all decisions / determinations (SC03.5)</p>	<p>Contract comprises out</p> <p>1 _ Procedural Rules - as illustrated in the GCC / SCC – with the Timelines</p> <p>2 _ Substantial Contract Law: Requirements to be entitled for cause-effects (i.e. the Employer, Engineer, Contractor defaults his obligations, Adjustment for Changes in Cost SC 13.8),</p> <p>3 _ Specifications</p> <p>4 _ Employer's Docs (Employer's Design)</p> <p>5 _ Bill of Quantities), other schedules like the Method of Measurement and Payment i.c.w. precedence order / priority of Documents acc. to SC01.5.</p>
Quality Assurance	<p>Product- and process-oriented approach, preview of actions</p> <p>a pro-active procedure to prevent mistakes, errors, defects</p>	<p>Change Management (Variations, Claims) and Adjustments in Changes in</p>	<p>Main Tasks / Responsibilities to "apply / fulfil the requirements of procedural / formal / adjective and substantial / material Contract law" with the national Legislation. – ex ante - :</p> <p>1_ Depict precisely and exhaustively OCCURENCES (Events / Circumstances) in reference to the contractual Sub-Clauses, which causes will entitle for</p>

Key word	issues	Key word	Issues
Quality Assurance	<p>ahead of commencement of works.</p> <p>(Quality Assurance Plan subject to SC04.9 SC07.4 records in SC04.21</p>	<p>Legislation, and Costs</p> <p>ex-ante appraisals /canvasses</p> <p>Clause13 SC20.1 SC13.7 SC13.8 SC03.5</p> <p>Change Management</p>	<p>compensation of the EFFECTS (disruption, delay, Costs and profit) with documentary proofs.</p> <p>2 _ Adduce evidences to substantiate the EFFECTS</p> <p>3 _ Engineers examination of site and Engineer requests contemporaneous records to assessment of technical and delay impacts</p> <p>4 _ Consultation to get the Position of the Employer as well (confirmed by correspondence / records / Minutes of Meetings)</p> <p>5 _ EVALUATION of the Changes SC12.3</p> <p>6 _ Notice of Determination SC03.5</p> <p>a. The modus operandi serves the goals to justify a. technical changes / Employer's design variations, and</p> <p>b. economic implications (value for monies)</p> <p>Note:</p> <p>(1) An early Instruction can be given, if the Engineer has issued a notice of determination with a provisional rate or price for the purpose of IPA / IPC as soon as the Works commences – SC12.3 p7 i.c.w. SC03.5) or</p> <p>(2) a Notice of Determination subject to SC03.5 is given (mostly based on an ENG's request to an CON's submitted Variation Proposal (SC13.3)- ahead of commencement of the Works – , Otherwise the Contractor is not entitled for payment according to the contractual guidelines.</p> <p>Note: The Notice of Determination comprises either a Notice of Agreement or a Notice of Ascertainment by the Engineer.</p>
Quality Assurance	<p>Product-oriented procedure to approve that the requirements / Specifications were met.</p> <p>Testing "after" execution of the modules in all phases of the execution of temporary and permanent WORKS</p>	<p>Technical Aspects</p> <p>of Stability of Soil, Workmanship, fit for purpose Geotechnical / Structural engineers competencies</p>	<p>Main Tasks / Responsibilities (technical justifications)</p> <p>Inspections and tests to confirm the Requirements of the Specification, Release for execution by Engineer Testing for preliminary acceptance to go ahead for MoM&P of permanent works.</p>
	Product-oriented	<p>Financial Aspects</p> <p>of</p>	<p>Main Tasks / Responsibilities (financial considerations) – ex post -</p> <p>1 _ Abide to Employer's Docs, Notice of</p>

Key word	issues	Key word	Issues
		Quantity Survey and Billing	Determinations for Variations, Claims, and other matters, Methods of Measurement and Payment (MoM&P) for permanent works.
		IPA-Structure SC14.3 SC14.6	2 _ Scrutinize the IPA Structure (SC14.3) with the required quantities of permanent works, Variations, plus Changes (SC13.7 / SC13.8), apply RETENTION monies of this intermediate sums, consider Payment of advances and repayments, add 80% value of Plants and Material on Site (MoS) [not unit rate!] ought to incorporate in permanent works, plus substantiated EMP + CON claims, “provisional sums” (SC13.5)– all these items are not part of retention. It would deprive the Contractor’s rights for the Employer’s benefits (unjust enrichment).
			3 _ Measure the Quantities required for the IPA / IPC and certify As-build drawings of implemented net quantities of permanent works, and to respect all Notices of Determinations about Variations, Claims, Price Adjustments and financial impacts of change in legislation (SC13.7 / SC13.8).
			4 _ Follow up the financial flow in the reports (SC04.21), the Contract Price and Payment proceedings (i.e. late payments entitles the Contractor for interests automatically) and reports SC04.21.
Quality Control		Quantity Survey and Billing	Clause 12 © HFG2404