



## E60F2 Deficiencies / PIU - IIU – Proposal

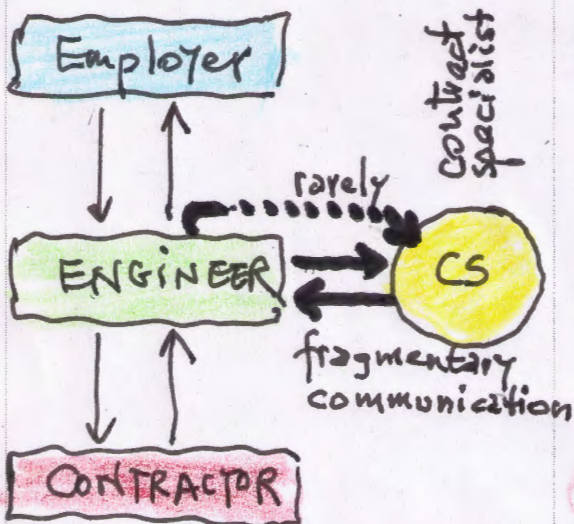
In reference to the letter 15.6+KECS.pdf about the discrepancies are demonstrated below

(i) current situation with the lack of duty-to-inform and lack of duty-to-cooperate. Besides an abuse against the ADB-Standards of Conduct is observed (published under [www.aid21.de/15.6+ADB-Conduct.pdf](http://www.aid21.de/15.6+ADB-Conduct.pdf))

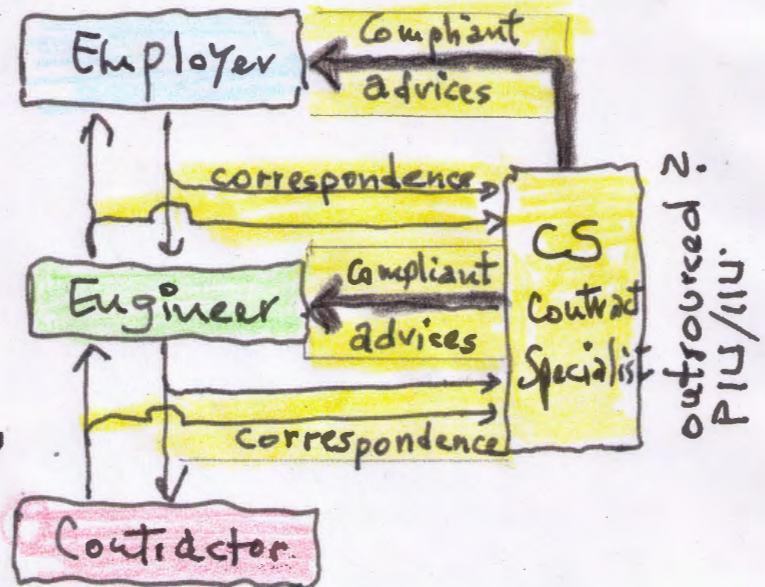
(ii) a proposed organizational and operational structure to meet Compliance, VFM and Transparency.

The Parties might consider an amendment of the Service Contract to outsource the Contract Expert's qualified services to Helmut F Giesa directly.

### Current Situation



### Proposed organisational and operation structure



### Observe deficiencies:

- 1 \_ **Lack of deployment** due to Engineer's organization negligence: elapsed time = 72,2% rendered services 47,2%, gap of 25% behind of 12 months input (264 days)
- 2 \_ Lack of cooperation and communication
- 3 \_ Abuse of ADB-standard of conduct
- 4 \_ The Contract Specialist CS HFG provides compliant recommendations / advices to the Engineer.
- 5 \_ Due to the deficiencies and restricted time input, the Contract Expert has no opportunity to **verify / validate the transformation** of his compliant advices towards legal valid correspondences in line with the Contract Law.
- 6 \_ The Objective of Transparency, VFM und fully compliant Contract Administration is not ensured with this procedure >
- 7 \_ Hence the Contract Specialist HFG proposes:

### Actions to remedy this unsatisfied circumstances.

- A \_ The information flow shall be **restructured**.  
The Contract expert CS receives **all correspondence** and he decides about the requirements of any actions.
- B \_ The CS **sends his compliant recommendations** to the **two Parties EMPLOYER** and Engineer simultaneously, to ensure the flow of communication is well disseminated.
- C \_ Some African Organisation have establish some PIU / IIU (Project / Infrastructure Implementing Units) to provide to the **Employers "neutral" advices**, because the Experts are **direct contracted** with the Employer.
- D \_ To ensure a neutral qualified advices, it is advised to think about a **SERVICE Contract Amendment to outsource** the service to the CS Helmut F Giesa.
- E \_ Proposed remedies:  
52,8% \* 12 months \* 20,000 USD per month basci Fee + 3,000 USD per per diem spread over the next 10 months.
- F \_ You can be assured, that advices given will definitively meet **Compliance, VFM, and Transparency Rules**.

Qualification [www.Aid21.de/TOC.pdf](http://www.Aid21.de/TOC.pdf)