

Falls Interesse besteht, schlagen wir vor, wir führen vorab eine Videokonferenz um unsere Positionen darzulegen.

Wir veröffentlichen unsere Gedanken unter www.GuB21.de/DCA_APP.pdf

Wir freuen uns von Ihnen zu hören.

Freundliche Grüße, GuB GmbH, Katharina Brinkmann, November 2020, Katharina@GuB21.de

3 _ Attachment / Anlage

Sponsor + Programmers wanted

to implement a Digital Contract Administration Environment–APP (DCA-App)

Situation – Useful Standard Program NOT available in CA

Skilled Contract Managers – experienced in interdisciplinary team works - learned lessons about **Contract Administration (CA) procedures**, poor **causation** facts / missing **substantial** data to **justify** entitlements for extra time and payments. Apparently not all Contractors, Engineers and Clients have the institutional capacity, know-how and will to abide to the rules of Contract Law.

Apparently, it lacks to **comply** with the Contract Law in many respects. The Reasons to **resolve discrepancies** in different qualities and quantities to iron out non-compliance issues > either (a) "**competences** of the Parties on a low level", (b) "financial means flow", and/or (c) Donors seems to be interested to **increase their LOAN-Amount**. The approach "value for money (VFM)" appears of minor importance.

Why we want to implement the DCA-App?

We want to support Contractors, Engineers and Employer with **sophisticated APP-tools** to run their entire projects in an automatic, easy going and smooth manner with guidance to act in line with the Contract Law. Our holistic experiences in technical + time planning, financial + cost planning, administrative management, **disruption and delay tracking and trending**, and formal + material/substantive Contract Law of course, will support the Parties to abide / comply to the FIDIC rules in all **procedures, substantial fact gathering of causations + preservation of the effects**, evaluations and non-contentious notices of determinations and **safeguard the entitlements** of Time, Cost plus profit issues in order to avoid Disputes.

The program / DCA-Application shall be based on all FIDIC deliveries like in Construction, Design + Build, Design + Build + Operate (DB, DBO, DBOM), Transfer (BOOT) – or Lumpsum Contract Price, fixed prices.

Market Outlook : SPONSORs with profit sharing

We look for **SPONSORS** – with profit sharing, of course – and competent **programmer** to "build up of a digital Contract administration environment":

A _ **SPONSORs** provides the money say for 3-4 Months @ 50 – 80 000 Euro.

B _ GuB drafts the "**Digital Flow Chart**" to represent the Contract Law Model with its Requirements" (standard forms) for the entire project life: Letter of Acceptance, commencement, implementation, defect notification period, operation + maintenance, certificates, discharge of all obligations.

C _ **Program mighty**: The application shall be able to lead all users through the procedural rules, time bars, fact gathering by standard templates, causation, impacts in Time, Cost plus profit, Routines in **Disruption and Delay Claims** + Variations + adjustments in legislation and cost, Determinations (entitlements in principle and in quantity), Invoicing, monthly **Resource Records** (delivered/consumed cement, steel, bitumen, **fuel / lubricant** (a key performance indicator to identify idle times during extraordinary periods) productive / unproductive personnel, equipment), testing results, all type of Certificates, discharge.

D_ **Cloud**: The **atomised communication flow** shall inform all Parties (Clients, Engineers, Contractors, Donors, DB-Members, Auditors) **in real-time** about their duties, tasks, required actions, appropriate feed backs - within the **foreseen time frame** - to collect data, examine, inspect, analyse, consult, evaluate, agree or ascertain the issues.

E_ **Added Value**: a capable DCA-Application will definitively **support Clients, Contractors, Consultants** during the construction stage for all possible occurrences with **real-time access** to the cultured data base. All Parties, **Donors, DAAB-members**, Lender's Technical Monitors / Auditors, and Arbitral Tribunal Members can follow up the compliance.

F_ The APP will help to **expedite** the preparation, implementation, taking over, DNP / DLP and **commissioning**, to get a **real-time financial** and technical-time **progress report**, and to receive the planned **Benefitstream** of the Project as soon as possible / within the time frame and budget for all Parties.

Wrap up:

(A) We look for one or more **Sponsor/-s** – with sharing the profit - or GuB GmbH provides all services to implement the DCA-App and the Sponsor will get the **intellectual property right** to market the product / DCA-App worldwide.

(B) Capable **programmers** are needed, who can **transform** the “our Contract Law Model” in a “**Machine Language** / Application – DCA-Standard-Software –. The Application can be sold worldwide for Clients, Project management institutes, Consulting firms, and Contractors / Sub-Contractors, DAABM, M&Es, who are dealing with vertical and horizontal infrastructure measures.

(C) The sophisticated **Contract Law Model** will be provided by our skilled GuB experts with **in-depth knowledge** in all “rainbow” FIDIC Contract Administrations. The app-programmer will receive an **overall concept and details - step by step** -Frequent video conferences shall ensure that the “application features” will be transformed in an efficient and effective manner and the planned time table in order to meet the agreed objectives.

(D) **Implementation and Testing Period**

A time frame of 3 months of implementation is foreseen to get in the test phase for one months. **Customers shall provide their feedback** on the Beta-APP-Version. Besides, internally the features will be thoroughly tested and customer's feed backs incorporated.

(D1) Does the program **application function** for every sub-clause and causation?

(D2) Do the DCA_APP meets the contract law **requirements**; all **contractual conditions** and demonstrates all legal consequences?

(D3) Do the user have enough **guidance with provided data structure** in the standard letters enabling the users to carry out fair and appropriate **Evaluations and Determinations** – on time - pursuant to Sub-Clause 12.3 / 03.5, e.g. based on Red 2017 / Pink MDB2010 FiDiC Book?

(E) **Real-time financial and technical Progress “Report” (SC04.21)** about accepted Tests, Changes in Design and legislation, Claims, Price Escalation, Cost (profit), time, and **updated Contract price / prognosis** – structured according with the REQUIREMENTS i.e. SC14.3 (FiDiC red / pink MDB Construction)-. Easy access to Contractors, **Engineers, Employers, Donors, DAAB-members, Auditors, Lender's Monitoring Teams and Arbitral Tribunal Members** will be able to evaluate the Compliance.

Communication

Please inquire via E-Mail Katharina@GuB21.de WEB: www.GuB21.de/OPT

Thank you very much.

PS1: BIM-Issue for Cost Security: Terrestrial LaserScans may be applied for accurate Measurement.

PS2: We also offer our **Tutor-services** in Technical, financial, administrative and contractual Time and Cost planning with tracking and trending to **preserve the causation of entitlements** for time, cost plus profit. Breakdown of Prices can be retrieved here: www.GuB21.de/Tutor.pdf

This Document can be downloaded from www.GuB21.de/DCA_APP1.pdf