



Public & Private Experiences

PPE61 – HUB123



We transform **RAW DATA** into **valuable Merits** and **Quanta** (time, cost and profit).

Our teams render results with their intercultural **expertise**, hands-on **skills** in different areas, **multidisciplinary** support by **excellence** in technical, economic, financial, administrative, contractual, logistic, environment, social, climate, gender, climate & other cross-cutting knowledge + **experiences**.

Our professionals are well conversant in **English** or other Contract Languages – negotiation level – and with Project Management **tools** like MS-Project (Time, Resource, Costs, Disruption & Delay **Resource Levelling**)

“SEARCH” or “FIND” keywords in the pdf-doc

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Download the pdf-file (jpg-file)
from our Alfahosting-server.de

Remarks to FIDIC

www.ppe61.de/HUB123.pdf

[Service – “ Engineer” Issues](#)

(Sub-Clauses Red FIDIC Book, 1st edition
1999)



www.ppe61.de/GoDigital.pdf

PPE are in the process to establish a paperless office
> Target: go digital. We support the reduction of Co2-Carbon footprint.

Please do not print out this doc.

We also underpin the European Union / EU INITIATIVE “combat the climate change” with the EU target plans, and WORLD BANK’s Climate Change Action Plan

https://climate.ec.europa.eu/eu-action/european-green-deal/2030-climate-target-plan_en

[World Bank Group Climate Change Action Plan \(2021-2025\)](#)

[Infographic](#)

D + Donors and Governments

www.ppe61.de/D+LoansvsGrantswithCollaters.pdf

www.ppe61.de/D+LoansvsGrantswithCollaters.pdf

A _ Chinese roll out **LOANS** with appropriate interest rates, but more clever, to negotiate **collateral sureties**. If the Debtor is not able to pay, the realize their collateral sureties (Sample Port in Sri Lanke or Greece)
B _ Western Donors provide Grants to the Governments as a present. And if the roll out **LOANS**, they do not request collateral sureties.
C _ Even more worst, the **Western Donor Banks carries out Debt restructures**, if the **Government fails to repay the Loan (purposefully by corrupt governmental officials?)** .
D _ Why shall the Tax payers support corrupt kickbacks and parasitic cheators to chop off Taxpayers monies. This must be stopped worldwide, even with harsh actions like death penalty as done the Chine in old days. Taxpayer, get up, get out and fight against misuse of monies and corruption.

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| www.ppe61.de/ D+OPBRC-BiddingDocs.pdf | Output- and Performance based Bridge and Road Contracts World Bank Group, enhanced Tender Dossier / Bidding Documents (Works) in South-Sudan – www.aid21.de/05.5+SouthSudan1.pdf and www.aid21.de/05.5+SouthSudan2.pdf |
| www.ppe61.de/D+ContractReview.pdf | Review of Bidding Documents (after termination and new procurement procedure: contractual review only No consideration for technical (practicable constructability for soil improvement with encapsulated columns) and economical evaluation. |
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| www.ppe61.de/LogframeClock1.pdf www.ppe61.de/LogframeClock2.pdf | Logical Framework Approach is a methodology mainly use for designing, monitoring and evaluating international development projects . Goal Oriented project planning or Objectives Project Planning Goal 1 “overlay” upgrading of maintenance measures Goal 2 “dust free” network development > please refer to 05.5 YB Training . |
| O + Organisational Design and Implementation | |
| www.ppe61.de/O+Design.pdf | Policy – Mandate – IIU – structural organization + process organization or (organizational structure + operational structure) |
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| P + Procurement of Supply, Service and Works Contractts | |

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| www.ppe61.de/ | Output and performance based Works Contracts |
| www.ppe61.de/P+ProcurementGuidelines.pdf www.ppe61.de/P+ProcurementGuidelines.pptx | Workshop Draft about World Bank Procurement Guidelines (pdf and pptx format) |
| www.ppe61.de/P+WB-SPD-STEP-CMP | WB Procurement - Standard Procurement Documents – Step Tutorial of the CM-Module, STEP Systematic Tracking of Exchanges in Procurement – speed up the procurement process, improve accountability and transparency, Contract Management Plan |
| Recruitment of competent and experienced Engineers/MBAs. | Marshall Plan in Ukraine needs Engineers + MBAs. We take care about our “service” providers. They are not knights (underpaid servants) they are promoted to kings by appropriate remunerations (basic fee + per diem rates / accommodation + food allowances + social standards). |
| www.gub21.de/Comtess.Ia-Services.pdf | Get in touch with our country manager Ia in Georgia / Caucasian Region |
| www.gub21.de/Comtess.Ia-HR.pdf | comtess.ia.georgia@gmail.com or comtess.ia@gub21.de |
| S + Service Contracts / Employee + Free lance issues | Consulting for Design and for Supervisions, Remuneration for “Service Providers like Employees, and Freelancers”. |
| www.ppe61.de/S+WiseProcurementApproach.pdf | Wise Procurement Approach: do not pay to less, otherwise you lose everything. |
| www.ppe61.de/S+SelectionofDeliveries-ContractsGuide.pdf | Contract Guide Foreword and Abbreviations: CONS (Red), P&DB (Yellow), EPCT (Silver), Short form Green1999 |
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| www.ppe61.de/ARAP-PRAP.pdf | Aktive und passive Abrechnungs-Posten, Abgrenzung von Ausgaben und Einnahmen per Perioden |
| www.ppe61.de/S+ByPassCompetition.pdf Simulation www.ppe61.de/S+ByPassCompetition.xls x | Procurement Tricks and Tips Nomenklatura (!) matters in Ex-USSR. Fight for Competition and fight against corruption, embezzlement, and fraud > Service + Works Proposals : technical and financial evaluation, negotiation about shares , how to find a way back to a fair Competition ... download Excel file www.ppe61.de/S+ByPassCompetition.xlsx |
| www.ppe61.de/S+Clarifications-Shifts.pdf | Definition of Day shifts, Definition of Night shifts, overtime surcharges for daily services surcharges / overhead for week-end services / works. |
| www.ppe61.de/S+Clarifications-Procurement | Offer to support Employer's, Consultants, Main-Contractors and Sub-Contractor for Clarifications in the Procurement phase – Tender stage |
| www.ppe61.de/S+Clarifications-GB2008.pdf | Clarifications for Gold Book Version 2008 : Issue to scrutinize Employer's Requirements, Permits, Licences, and Approvals, Site Data, Design Requirements. Employer's Risk Allocations and legal consequences for D+B period and Operation Service Period. |
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| Service Contracts | Consulting for Design and for Supervisions |
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| www.ppe61.de/S+DesignTunnelGallery.pdf | Tunnel CONSTRUCTABILITY studies to verify during Design Stage and Design Review : Picture with Galleries / Avalanche protection, Selection Criteria (Design Manual) for Tunnel and Gallery |
| www.ppe61.de/S+DesignTunnelGalleryConstruction.pdf | Tunnel Constructability > Cracks , “ Tunnel Ensemble ”, Design Review , exploratory works, soil investigations, Gallery Construction, Structural Analysis for different articulation (moveable, fixed) Selection Criteria for Tunnel or Gallery ...? |
| www.ppe61.de/S+DesignDuties.pdf www.ppe61.de/S+DesignDuties-WorksOnly.pdf | Service + Works + Sub-Contractor DESIGN / Structural Analysis Expert – 25.000 – 30.000 Euro Proposals > Notice of Claim / Notice of Request (detailed particulars) Design Duties (pptx) with revised Work programs to identify Extension of Time for Completion / adjusted Time for Completion, preliminary + general provisions, frequently with MS_Project Time and Cost scheduling / Compensation / Tracking + Trending. www.ppe61.de/S+DesignDuties-WorksOnly.pdf |
| www.ppe61.de/S+DesignResponsibilities.pdf | Design Responsibilities: Doc-List refers detailed to Service & Works Contracts / Sub-Clauses > preliminary and general provisions. |
| www.ppe61.de/2022ContractAdministration.pdf and www.ppe61.de/2022ContractAdministration.pptx | Contract Administration – Design Duties of the Engineer, Revised Work programs, adjusted Time for Completion, Valuation of EoTfC / Extension of Time for Completion , preliminary + general provisions, delay damages, Compliance, UWFD, the magic weapon acc. to Chinese President Xi Jinping. CPI2021 Corruption Perception Index 2021 |

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| <p>Not published, inquiry personally www.ppe61.de/EMP+Authoritarian.pdf</p> | <p>Governmental Implementation Agencies behave like authoritarian bodies like the Nomenklatura (!) in Ex-USSR. Rule of Law is not obeyed, just “agreements” to deprive the rights of the other Party, instead to obey the procedural rules of FiDiC or PPP or OPBRC.</p> |
| <p>www.ppe61.de/S+Fee.pdf www.ppe61.de/06.1+Engagement.pdf</p> | <p>Social Licencing of Consultant and Contractors to pay the Employees their pension fund, their medical aid, holiday times, sickness leave, public holidays, overtime for day, week-end and night shift, .. Usually the Employee and Employer share the costs. The Freelance pays these “social” costs for himself and he has to earn the annual salary within 10 months! Holidays, Sickness, AWOL, a.s.o. usually not fully paid by the Client / Employer. Therefore he must request 1,65 * Salary = FEE / Honorarium without per diem (housing allowances, food allowances, return flights, daily local transport, international transport (residence-airport)-</p> |
| <p>www.ppe61.de/S+FinancialCapabilities.pdf</p> | <p>Financial Evaluation of the Service Contractor and Works Contractor with proper amounts defined for “lines of balances”.</p> |
| <p>www.ppe61.de/S+King-Night.pdf</p> | <p>Once a king always a professional specialist knowing his own capacity and the market value, once a knight, always an underpaid servant or friend of the Cartel of Silence to get his 2nd income.</p> |
| <p>www.ppe61.de/S+OctagonGuDContract Agreement.pdf</p> | <p>Sample of Contract Agreement. It should read in combination with www.ppe61.de/S+Remuneration-All.pdf</p> |
| <p>www.ppe61.de/Orga-Handbuch.pdf</p> | <p>Structure for a Project Organization</p> |
| <p>www.ppe61.de/S+OrganizationalNegligence.pdf</p> | <p>Responsibility for Lack of Compliance in all Project Cycles (Studies, Design, Tender Dossier, Awards, Supervision, Implementation/DNP)</p> |

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| | caused by (wilful) ORGANIZATIONAL NEGLIGENCE to deploy competent interdisciplinary professionals with appropriate, conversant skills in the contract language? |
| www.ppe61.de/GPM2015.pdf www.ppe61.de/GMP2023.pdf | Gesamtheitliche Betreuung ihrer Baumaßnahme durch AiD21 (.xls) Holistic supervision of your project through GuB GmbH (.xls) |
| www.ppe61.de/S+PS-PC-PM-BB.pdf | Projektsteuerer Projekt Controller Projekt Manager Baubetreuung - Aufgaben |
| www.ppe61.de/S+PriceEscalation-FC+LC.pdf | 1 st Income (Salary / Honorarium + per diem / field allowances) 2 nd Price Escalation Price Escalation / Price Fluctuation Source of Publication of the indices for remuneration / salary, Country, effective contract date, local and foreign currency LC / FC, formula for adaption of remuneration / salaries on an annual / bi-annual basis , economic development of income of employees and free lancers. 3 rd 14.8+DelayedPayment ... Interest rates to “claim”. |
| www.ppe61.de/S+Retainer.pdf | “theoretical / imputed Retainer fee” to wait for missions, not proper planned mission schedule and method of measurement and payment |
| www.ppe61.de/S+Retainer-Fee.pdf | Surcharge Calculation : basis fee + “retainer fee” for availability on a 28 days’ Notice for a field mission – if the Consultant does not provide a tentative missions schedule for part-time “deployment” for freelancers. Do not trust oral agreements. |
| www.ppe61.de/S+Remuneration-ALL.pdf | Compile Documents to consider : Freelancer (agree mission Schedules), Definitions for Contract, Sample Octagon GuD Agreement Contract, per diem, financial proposal, Clarification-Shifts, Price Escalation, Shifts, Unjust Enrichment, kleptocracy – clientelism, retainer free, assignment-schedule |

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| www.ppe61.de/S+Remuneration.pdf | Purpose of the Contract, prevailing definitions, other articles/clauses for freelance contract, sample octagonGuD |
| www.ppe61.de/S+RFP-Comparison-Salary-Fee.pdf | Comparison between Employee's Salary and Freelancer's Honorarium/Fee Annual Salary income in 12 months * 1,65 Factor has to earned in 10 months for a free lancer. Check also www.gub21.de/S+Remuneration-All.pdf |
| www.ppe61.de/S+RFP-FinancialProposal.pdf Page 1-10. | 1st Income : salary / honorarium + per diem / field allowances ADB Standard Forms – Financial Proposal Fin-1, Fin-2, Fin-3, Fin-4 Breakdown of Remuneration in Basic, Social Charges, Overheads , Basic Salary * 1,65 = Fee / Honorarium of freelancers = Purchase Price of service providers, Profit , Incidental Expenditures (per diem, pocket money, accommodation and food allowance) > derive Sales price / Proposal Price 2nd Price Escalation & 3rd Claim for Interest due to delayed payment. |
| www.ppe61.de/S+RFP-PerDiem.pdf | Recommendation toward talented professionals: let pay you out the 100% per diem rate , e.g .3.000 Euro per month for long-term missions. Reasons. Please read the documents. |
| www.ppe61.de/S+Clarifications-Shifts.pdf | Clarification of Working hours / Shift Numbers + Hours, Day shift, Night shift, night shift surcharge 50%, overtime , overtime surcharge 25%, > to get certainties (CPI against uncertainties, ambiguities, irregularities) for Consultants, Contractors and Freelancers/Employees/Servants. |
| www.ppe61.de/S+ServiceLumpSumContract.pdf | Clarifications is a must: 10 times for Service Lump Sum Contracts vs Time-bound Principal Service Contract, LOAN or GRANT, interim Milestones, Variations, procedure of remedy, risk coverage for indicative resource input |

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| <p>www.ppe61.de/S+UnjustEnrichment.pdf</p> <p>Particular Conditions of Contract Contract Data i.e MDB2010 SC06.5 [Working Hours]</p> | <p>PLANNED income for talented professionals vs. ACTUAL paid for untalented experts >>> exaggerative gains / surplus for sharing (promises e.g. award of contract). Beneficiaries due to non-precisely described working hours (PCC SC06.5), only “individual labour law” and no clearly defined and expressively stated operations hours in one, two or three shifts over a 24 hours-day (PCC – Contract Data SC06.5 [Working Hours])</p> <p>www.ppe61.de/S+Clarifications-Shifts.pdf</p> <p>Day Shift and Night shift are welcomed to generate more exceptional revenue for the Local and International Service Contractors to chop off monies of the Government and the Tax Payers > unjust enrichment per excellence.</p> <p>... ByPassCompetition ... Negotiation with Parties for award of C. The expression of “unless otherwise stated” and “fair” are interpreted as we can “agree” everything in order to match our OWN purposes.</p> <p>03.5+FairDetermination-Bazaar-Technology.pdf</p> |
| <p>www.ppe61.de/06.5+Shifts.pdf</p> <p>www.ppe61.de/01.7+Assignment-Shifts.pdf (improve)</p> | <p>Shift Definition in the Procurement Document / Tender Dossier to define, “unless otherwise stated” the Employer is culpable for this default.</p> <p>1 _ Individual Labour Law – to protect the labours / Clause 6</p> <p>A _ 8 hours shift plus 1 hour lunch B _ 10 hours shift plus 3 days off C _ 12 hours shift followed by several days off</p> <p>2_ Most important for the Supervision</p> <p>2 _ Allowable Operational hours / Production Hours / Working hours</p> |

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| | <p>of the “Contractor”. The Shift shall be expressively defined in the PCC / Contract Data SC06.5 [Working hours] Allowable Production Time Shift No 1 = 08.00 – 20.00 h Allowable Production Time Shift No 2 = 20.00 – 08.00 h 3 _ Contractor’s Compliance The Contractor has to consider this circumstances, when he organizes and executes his work, that the utilization of the Labours do comply with the individual Labour Law.</p> |
| <u>Works – Contractor - Issues</u> | |
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| 01+General Provisions | |
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| www.ppe61.de/01.1+CA-Stages.pdf | Contract Administration in all stages (coloured sketch) : commence, implement, test, DNP, PS, Results: DET, Documentation Reports, IPA/IPC, Time-/Cost Control, Payment. |
| www.ppe61.de/01.1+Definition70%Chin eseOLAF1OLAFProv Sums.pdf | Chinese are clever, roll out 70% of the investment. 30% variation cheatings shall be paid by the beneficiary government Interdependencies of Real Competence (no fake CVs), Quality of Works, Dispute Board Site visits by DAAB DAB DB-members OLAF1 whistle blowers and crown witnesses www.ppe61.de/15.6+Trustee.pdf Anti-Corruption Policy’s by different Donors > brokerages for labour’s / engineer’s lease, equipment rent, and material trading. |

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| | 14.5+Provisional Sums |
| www.ppe61.de/01.1+FairMarketValue.pdf | Bodenwert : plot value, Sachwert reas asset property value, Ertragswert earning capacity value, capitalized value, Liquidation Wert : realizable value Objektarten: plots, property, estate, buildings, industrial plants Eigentumsrecht ownership Sachverständige Adjuster, Verkehrswert: fair market value , appraisal of the fair market value. |
| www.ppe61.de/01.1+Orchestra.jpg | We conduct all Parties with our capabilities and capacities. |
| www.ppe61.de/01.1+Reasonable.pdf | Word Reasonable ... appears plenty of times in the General Conditions of Contract / |
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| www.ppe61.de/01.4+SC.pdf | Sub-Contracting S/C – questions to Supervision, Contract Language and revised Work Program (SC08.3) + adjusted Time for Completion (SC08.4+SC08.6 para4 MDB . No discrimination shall occur in the Conditions of Contract. |
| www.ppe61.de/01.6+OPBRC.pdf | Output- and Performance based Bridge and Road Contracts |
| www.ppe61.de/01.6+OPBRC1.pdf | Produce, deliver, commission certificate, OSP perform, pay, transfer > PBBRC |
| www.ppe61.de/01.7+AiD21.pdf | Deliveries over all project cycles. |
| www.ppe61.de/01.7+Assignment-Schedule.pdf Documents includes the documents A _ Shifts, overtime, surcharges B _ Price Escalation / Price fluctuation | Part-time assignments are recognized as crucial for planning and earning reason for contract engineers, environmental + social experts and other professionals, not fully deployed. Synchronize missions with the site visits of Dispute Avoidance and Adjudication Board DAAB / DB / DAB – members ... contractual agreed between 70 – 140 calendar days |

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| <p>C _ RFP-Remuneration Breakdown D _ Unjust Enrichment – sample E _ Risk-Equilibrium</p> | <p>Topics: Fee, per diems, retainer fees, compensation for breach of Contract: 60% of the outstanding value of service, computed by 60% * [Contract Price minus delivered/billed services] due to organizational negligence and other infringements of the Consulting Engineer, credited within 30 days latest.</p> |
| <p>www.ppe61.de/01.7+Competencies.pdf</p> | <p>Technical, financial, administrative, logistics, contractual Advisor / Specialist Infrastructure sectors: Railway, tunnel, bridges, highways, Water, and Energy Countries: North, East, South and West-Africa, Middle East, Asia, Europe and esp. Germany of course. Deliveries I.e. FIDIC . DBB, DB, EPC/Turnkey, DBO, DBOMT, OPBRC, PPP Rapid Response Actions Pavement and Drainage Design (Soil + Traffic Classes), BS, AASHTO Procurement of different Donors of all deliveries OPBRC / DBOMT / PPP Time, Resource and Cost planning and EVA tracking and trending Preservation of evidences, Claim Analysis, Evaluation, Conclusion and apodictic Notices to Determine (SC03.5/03.7) Dispute Avoidance and Adjudication Board + Arbitrations Monitoring & Evaluations, Mid-Term Reviews, Tec + Fin Audits Tutor in Portfolio, Programming and Project Management, fully conversant in English, negotiation level, trustworthy – bona fide / ethical conduct.</p> |

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| www.ppe61.de/01.7+Gold.pdf | Overall view about competencies, skills and know how in different Sectors, project cycles, and roles/functions in the construction business. |
| www.ppe61.de/01.7+HFG-Capabilities.pdf | Capabilities |
| www.ppe61.de/01.15+Audit.pdf | Service Offer : Technical and Financial Audits interdisciplinary Team |
| www.ppe61.de/01.15+Audit-Success.pdf | We deliver successful services in Audits and Contract Administration with competent, experienced and interdisciplinary teams A _ Audits for Employers / Customers and Donors www.ppe61.de/01.15+Audit.pdf B _ Support for Contract Administration for Contractors www.ppe61.de/20.1+Leverage.pdf C _ FYI : Dependencies between CPI, Quality, Rule of Law, Design, Design Review / Design Modification, Variations due to S/C-brokerage. www.ppe61.de/01.15+Audit-Success.pdf |
| www.ppe61.de/01.15+Audit01.pdf | 100% measured, 100% paid, but only 50% built in. Savings for contribution to unexplainable wealth up 40 Euro per m3 paid Concrete Unit Rate Technical Evaluator do not consider a Unit Rate analysis to identify the rate of lean concrete (to cover up expansive volumes) against rate of proper concrete for Walls (easy to re-measure). |
| www.ppe61.de/01.15+Audit02.pdf (will be done soon) | 80% value of Material on Site for payment “overestimated” with preparatory works and incorporated “mistakenly” in “permanent Works” |

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| | SC14.3 (a), no cumulative monitoring of delivered and consumed quantities = transparency fully missing. |
| www.ppe61.de/01.15+Audit03.pdf (will be done soon) | Material on Site incorporated in permanent works has two effects (breach of contract) Employer's advantage > more Retention Money + more Repayment Amount of Advances “ SC14.3 (c) and SC14.3(d) Employer's disadvantage > price escalation on Material on Site (overestimated prices, too – preparatory works wrongly paid) |
| www.ppe61.de/14.3+IPC-Structure.pdf | IPC Structure SC14.3 (a)-(g) > wrongly applied = breach of contract > loss and damage either for Employer or Contractor depending of the constellation of the priority / precedence order. |
| www.ppe61.de/1Donors.pdf and www.ppe61.de/DCA_APP1.pdf | Artificial Intelligence – Digital Contract Administration App. |
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| 02+The Employer | |
| www.ppe61.de/02+03+04-ObligationsoftheParties.pdf | Presentation of the Obligations of the Parties (Employer EMP, Engineer ENG / EMP representative, and Contractor CON) subject to FIDIC International Construction Law. |
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| www.ppe61.de/02.1+ZeroIncurredCosts.pdf (Zero Incurred Costs) | 100 km Railway line with Bridges and Tunnel construction were disrupted +delayed by epidemic and late site access issues. Interim Claims have been submitted frequently and now, 2 months ahead of the initial time for |

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| <p>in conjunction with 08.4+EoTfC.pdf and 08.4+LateEoTfC.pdf</p> | <p>completion, the Final Claim for late site access (SC02.1) has been “Isolated” submitted ... EoTfC-Notice of Determination is outstanding.</p> |
| <p>03+The Engineer</p> | |
| <p>www.ppe61.de/03.1+Design-TemporaryWorks.pdf</p> | <p>Design Responsibility for Temporary Works, if Engineer approves the structural analysis. Collapsed steel structure due to snow load > snow rain will increase the load from 200 to 900 lg/m2!</p> |
| <p>www.ppe61.de/03.1+SpecifiedApproval.pdf www.ppe61.de/01.1+SpecifiedAuthority.pdf</p> | <p>Refer to Specified Approval / Specified Authority Clause 3 The Engineer Service Contract (Supervisor / Re-Designer) and Works Contract (Builder) SC04.12 UPC, SC13.1 VAR, SC13.3 VP and SC13.4 applicable Currency</p> |
| <p>www.ppe61.de/03.5+ClaimSC.pdf</p> | <p>Excerpt out of FIDIC Contracts Guide: Causes/reasons /grounds of entitlements for Claims for Employers and Contractors</p> |
| <p>www.ppe61.de/03.5+DisputeResolution.pdf</p> | <p>Experiences of Claim and Dispute Adjudication Management</p> |
| <p>www.ppe61.de/03.5+Timebar.pdf</p> | <p>Notice of Determinations : Scenario 1, 2, and 3 Notice of Determination (Agreement or Ascertainment) > Time Bars RB2017 Claim, Consultations, Determinations, Dissatisfaction, Referral to DB, DAB, DRB, DAAB.</p> |
| <p>www.ppe61.de/ ... VP / Variation + Claim to evaluate and to agree/ascertain by Notice of Determination</p> | <p>Variation Proposal VP-Template #13001, initiated by the Engineer and requested by the Engineer pertaining to SC13.1 RB, MDB2010.</p> |

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| www.ppe61.de/13.1+VariationProposal+AdditionsminusOmissions.pdf | SC13.3 (a) Disruptions / scope of change with time impact on spec activity SC13.3 (b) Delay impact EoT on initial / adjusted Time for Completion SC13.3 (c) Cost effects |
| www.ppe61.de/03.5+07.pdf (> 2019-12-12) | Variation Template #13001 ; Contractor's do not use Variation order, name it Notice of Determination, if the Engineer let prepare the Proposal from the Contract. VP=Variation Proposal |
| www.ppe61.de/03.5+Disruption&DelayTechnique.pdf | We deliver our comprehensive service: WBS, EVA, D&D Analysis, resource levelling, ERE + CRE cause-effects, production rates, turnover; Bar Chart / Gantt Chart: impact on extension of time for completion EoTfC with resource levelling Our support for Employers, Consultants and Contractors: Disruption and Delay Analysis for Claims, Variations, referrals, rejoinders, rebuttals for Notice of Determinations / NoD (SC03.5/SC03.7), DAABs, Arbitration Tribunals (witness experts). |
| www.ppe61.de/03.5+FairDetermination-Bazaar-Technology.pdf | Interpretation of expression FAIR Determination : Consultation "which carpet fits for our purpose best?" Satisfying Agreement sealed. |
| www.ppe61.de/03.5+NoticeofDeterminationVariationSC13.3.pdf | Variation Proposal / VP Data, Notice of Determinations NoD (Agreement or Ascertainment) and comparison of VP, NoD >>> negotiation achievements |
| www.ppe61.de/03.5+NoticeofDeterminationNoD03.5.pdf | Template of Notice of Determination (SC03.5 RB1999/MDB2010) with Monitoring List www.ppe61.de/03.5+NoticeofDeterminationNoD03.5.pdf |

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| www.ppe61.de/03.5+NoticeofDetermination-All.pdf | All documents in one for Notice of Determination (here NoD) SC03.5 / Overall view: NoD by AGREEMENT, NoD by ASCERTAINMENT with Exhibit + Appendices to substantiate / concretize the Case (furnish evidences / deliver proof). |
| www.ppe61.de/03.5+NoticeofDetermination-ByASCERTAINMENTofEngineer.pdf | Sample : Agreement failed > Ascertainment by the Engineer with an Exhibit substantiate the decision with plenty of Appendices. |
| www.ppe61.de/03.5+NoticeofDetermination-Exhibit-Substantiation.pdf | EXHIBIT with fact taking , analysis, evaluation, conclusion of the Case > most essential part = intellectual creative services to resolve the issue. |
| www.ppe61.de/03.5+NoticeofDetermination-ByAGREEMENTofParties.pdf | Sample : Agreement reached by abiding the procedure rules, materialized issues and in compliance at whole of the Contract Law |
| www.ppe61.de/03.5+AgreementvsContract.pdf | Proforma Agreements vs Enforceable Contracts = formal Notices of Determinations SC03.5 RB1999 / MDB2010 |
| www.ppe61.de/03.5+DisputeResolution.pdf | Performance Reference from Japanese Consultant for Helmut F Giesa about Construction, Communication and Contract/Claim Management ad hoc Missions for three Highway-Contracts in Georgia/Caucasus. Inquire at Katharina@GuB21.de about the non-compliance of all three Parties: Employer's defaults, Consultant's disruptions and Contractor's fault to provide appropriate documentary evidences (Notices, rev WP, records, substantial data for EoTfC) accompanied with Request Notices all types of costs for reimbursements. |
| www.ppe61.de/03.5+NoticeofDeterminationVariationSC13.3.pdf | Variation Proposal / VP – Template and Structure for a Notice of Determination SC03.5 MDB2010. |
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| www.ppe61.de/03.9+FQP.pdf Field Quality Plan to control the delivered material and consumption ON Site. | Monitoring of the CUMULATIVE Material flow , proper storage with proper treatment, Field Quality Plan with well-prepared resource input > fully control of actual Cement and Steel built-in. |
| 04+The Contractor | |
| www.ppe61.de/04.2+PS458DemandGuarantee.pdf | Performance Security Demand Guarantee ... RED Book |
| www.ppe61.de/04.2+PS524SuretyBond.pdf | Performance Security Surety Bond ... RED Book |
| www.ppe61.de/04.4+ALL-SubContractors.pdf | All Sub-Contracting Issues compiled |
| www.ppe61.de/04.4+SC.pdf | Summary of the 04.4 Sub-Contracting issues : Variations with no impact on Contract Price and EoTfC. |
| www.ppe61.de/04.4+NominatedSubContractors-Court.pdf | Main Contractor is not responsible for DELAY of the “instructed” nominated Subcontractor (ref to SC04.4, SC05.1, SC05.2, CI 13), Court-Decision ... congruent to natural justice |
| www.ppe61.de/04.4+NominatedSubContractors.pdf | Black Box: deliberate design defaults + specifications out of state-of-art / general recognized rules of technology aaRdT, undefined vague provisional sum with high values, non-transparency due mission preliminary + general provisions in Bill No1 and imprecise Shift description > Contract takes over Shift costs of the Consultant > conflict of interest>>>> Variation-game to chop monies off |

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| <p>www.ppe61.de/04.4+Subcontractor-Omission+ContractPriceIncrease.pdf</p> <p>www.ppe61.de/12.3+IDC.pdf</p> | <p>Define Fixed and Variable Costs in your Contract Agreement, to avoid Disputes. TRANSPARENCY helps to create trust / good faith for long lasting relationships in compliance with ethical conduct.</p> <p>This should be shown in the Procurement Documents to establish a comprehensive description of the Indirect Costs in the Bill No 01 = Preliminary and General Provisions. www.ppe61.de/12.3+IDC.pdf</p> |
| <p>www.ppe61.de/04.4+SCBD.pdf</p> | <p>Sub-Contracting: Breakdown with different overheads for different utilizations. Sub-Contract: Break down of Prices with 20% “overheads” to share 50%:50% or 33% : 33% : 33%</p> |
| <p>www.ppe61.de/04.4+Synergy.pdf</p> | <p>Lucrative & synergetic game: commission / brokerage for</p> <ul style="list-style-type: none"> (a) Sub-Contracts with instructed nominated S/C (b) rent of equipment, (c) lease of labours and (d) material trading due to change of obsolete Specifications and design modifications. |
| <p>www.ppe61.de/04.4+SC-Freelance.pdf</p> | <p>Qualification & Scope of Services , Share of Surplus, Inquire</p> |
| <p>www.ppe61.de/04.9+Observation.pdf</p> | |
| <p>www.ppe61.de/04.9+QMQAQC.pdf</p> <p>www.ppe61.de/04.9+QAS.pdf</p> | <p>Comparison: Specification & General Conditions of Contract.</p> <ul style="list-style-type: none"> A _ QM / Contract Management B _ QAS/ Change management system - pro-active - SC04.9 C _ QC / Technical / Testing + Financial aspect / IPA+IPC |
| <p>www.ppe61.de/04.12+Mena.pdf</p> | |

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| www.ppe61.de/04.18+ESF.pdf | World Bank Environmental Social Framework |
| www.ppe61.de/04.18+ESF-Certificate.pdf | World Bank OLC Certificate ESF |
| www.ppe61.de/04.21+08.6+KPI-4i.pdf | 04.21 Progress Report / 06.8 Rate of Progress Key Performance Indicators inform – involve – interest – inspire |
| 05+Nominated SubContractors | |
| www.ppe61.de/05.1+NominatedSubContractors.pdf | Black Box: deliberate design defaults + specifications out of state-of-art / general recognized rules of technology aaRdT, undefined vague provisional sum with high values, non-transparency due mission preliminary + general provisions in Bill No1 and imprecise Shift description > Contract takes over Shift costs of the Consultant > conflict of interest>>> Variation-game to chop monies off |
| www.ppe61.de/05.1+NominatedSubContractors.pdf | Black Box: deliberate design defaults + specifications out of state-of-art / general recognized rules of technology aaRdT, undefined vague provisional sum with high values, non-transparency due mission preliminary + general provisions in Bill No1 and imprecise Shift description > Contract takes over Shift costs of the Consultant > conflict of interest>>> Variation-game to chop monies off |

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| www.ppe61.de/05.5+Procurement.pdf | Procurement OPRC OPBRC > Bidding Documents / Tender Dossier www.ppe61.de/D+OPBRC-BiddingDocs.pdf |
| www.ppe61.de/05.5+Procurement-Flooding.pdf | Climate Change Impact? Employer's, Engineer's or Contractor's Responsibility of flooding , if no thresholds are defined in the PCC and to be valued in the Method and Measurement Book + BoQ No100 "Preliminary and General Provisions"-item in conjunction with FIDIC / MDB2010 Sub-Clause / SC17.3, 17.4 + C19 |
| www.ppe61.de/05.5+Procurement.pdf | |
| www.ppe61.de/05.5+Talented.pdf | |
| www.ppe61.de/05.5+SouthSudan1.jpg | Workshop in Juba > www.aid21.de/42FIDIC+EDF.pdf Contract Mgmt. and list of all different type of workshops in tech, fin, admin, contractual management. |
| www.ppe61.de/05.5+SouthSudan2.jpg | Workshop in Juba > www.aid21.de/42FIDIC+EDF.pdf |
| www.ppe61.de/05.5+Learn&Remember.pdf | Training DB / DBO 83% sight + 90% what we say and DO. |
| www.ppe61.de/05.5+OPRC-Training.pdf | Excerpt Workshop Sierra Leone and South-Sudan |
| www.ppe61.de/05.5+Kenya.pdf | Workshops in Contract Management FIDIC + EDF, other technical Trainings / Facilitations for knowhow transfer (please read page 3). |

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| www.ppe61.de/05.5+Procurement.pdf | Procurement OPRC OPBRC > Bidding Document |
| www.ppe61.de/2196.pdf | PCM_2004 Project Cycle Management EU Guidelines |
| www.ppe61.de/LogframeClock1.pdf www.ppe61.de/LogframeClock2.pdf | Drawing : step by step instruction: Logframe Approach (Analysis) and Logframe Matrix (Planning) |
| www.ppe61.de/Logframe.pptx www.ppe61.de/Logframe.pdf | Workshop > Logframe Approach (Analysis) + Logframe Matrix (Planning) + prepare a Terms of Reference TOR |
| www.ppe61.de/02+03+04-ObligationsoftheParties.pdf | Workshop - Presentation of the Obligations of the Parties (Employer EMP, Engineer ENG / EMP representative, and Contractor CON) subject to FIDIC International Construction Law. |
| www.ppe61.de/Tutor.pdf | Consultancy in Dispute Resolution (inquisitorial or adversarial approach) Force Majeure / Hardship Workshops / OJT / coaching / mentoring in WBS / Work Program (time, resources, cost planning), tracking + trading, Notices of Claim + Variation proposal, dispute resolutions (referrals, responses, ..) Food for thoughts : once a king, always a competent and experienced professional ... |
| www.ppe61.de/PM-Intro.pdf | Introduction in Project Management |
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| 06+Staff and Labour | |
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| www.ppe61.de/06.1+Engagement.pdf www.ppe61.de/S+Fee.pdf | Fee structure and per diem for professionals (Cat 1-2-3-4) Salary * 1,65 = free Lance fee only / per diem * Overhead for Consulting /Construction firm (refer to /06.8+CATABC.pdf) |
| www.ppe61.de/06.1+Pavement.pdf | |
| www.ppe61.de/06.2+ComparisionEmployeeSalaryagainstFreeLanceBillingFactor165percentage.pdf | Comparison Employee Salary social charges medical aid pension fund, 12 months cheques vs. 9-10 months billing >>> Salary * 1,65 factor = basic fee / Honorarium of free lancer ... excluding per diem for monthly housing / house-keeping 3000 Euro LUMPSUM * 12 months and monthly meal / food allowances 3000 Euro LUMPS *12 months |
| www.ppe61.de/06.3+OPBRC-RRAM.pdf | Strategic + Tactical + Operational RRAM Risk and Road Asset Management RRAM to develop and maintain |
| www.ppe61.de/06.3+OPBRC-Timeschedule.pdf | Project Cycles to set up OPRC > Time Schedule / Procedures produced by HFG2404@Aid21.de |
| www.ppe61.de/06.5+996TangPing.pdf | Start 9 am, finish 9 pm and this 6 days per week. |
| www.ppe61.de/06.5+Shifts.pdf (under construction) www.ppe61.de/01.7+Assignment-Shifts.pdf | Shift Definition in the Procurement Document / Tender Dossier to define, unless otherwise the Employer is culpable for his default. 1 _ Individual Labour Law – to protect the labours / Clause 6 A _ 8 hours shift plus 1 hour lunch B _ 10 hours shift plus 3 days off C _ 12 hours shift followed by several days off 2_ Most important for the Supervision 2 _ Allowable Operational hours / Production Hours / Working hours |

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| | <p>of the “Contractor”. The Shift shall be expressly defined in the PCC / Contract Data SC06.5 [Working hours] Allowable Production Time Shift No 1 = 08.00 – 20.00 h Allowable Production Time Shift No 2 = 20.00 – 08.00 h 3 _ Contractor’s Compliance The Contractor has to consider this circumstances, when he organizes and executes his work, that the utilization of the Labours do comply with the individual Labour Law.</p> |
| www.ppe61.de/06.8+CATABC.pdf | <p>Optimal Team Configuration with different qualifications A B C input and achievements with sales costs and financial requirements for an optimum of team constellation.</p> |
| 07+Plant, Materials and Workmanship | |
| www.ppe61.de/07.1+ConcreteSelection.pdf | <p>Concrete – Exposition type (sea water, ground water, chemicals, chlorides,...) – Cement quantities (appears to high, costly – material dealings)</p> |
| www.ppe61.de/07.1+CementExposition.pdf | |
| www.ppe61.de/07.1+Exposition.pdf | <p>Technical issues to avoid costly variations</p> |
| www.ppe61.de/07.1+Hydraulics-Bernoulli.jpg | <p>Energy, velocity, pressure, x-section, geodetic height / elevation</p> |

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| www.ppe61.de/Liquification-Buoyancy.pdf | |
| www.ppe61.de/07.1+MDD.pdf | Soil parameters for compatibility: moisture content, max dry density, saturation curve |
| www.ppe61.de/07.1+Methods90-SP.pdf | Potpourri of site impressions in different infrastructure Sectors !!! |
| www.ppe61.de/07.1+SoilTriangle.pdf | Define the Soil characteristics |
| www.ppe61.de/07.1+Repose.pdf | Angle of Repose ~ stability ~ moisture content |
| www.ppe61.de/07.1+ReposeAngleMoisture.pdf | Different angle of repose depending from the soil propositions and the water content / moisture. |
| www.ppe61.de/07.1+SoilImprovement.pdf | Soil Improvement Questionnaire + some data |
| www.ppe61.de/07.1+SoilImprovementMethods.pdf | Methods for CONSTRUCTABILITY for soil improvements. The proof of Constructability is part of the Design Phase (up to final detailed Employer's drawing for execution of the works). |
| www.ppe61.de/07.1+OperationsScheduling.pdf | Runway to rehabilitate under operation ... Startbahn eines Flugfeldes erneuern / Time Planning (Scheduling), Lines of Balances - Zyklusgramm (German language) > Software available |
| www.ppe61.de/07.1+ProductionPlanning.pdf | Startbahn erneuerung "under operation" ! With lines of balances, zyklusgramm |
| www.ppe61.de/07.1+Tunnel-WaterproofingSystem.pdf | TUNNEL-Works: Waterproofing System with concrete surface preparation, insulation / geotextile, membrane , perforated PVC pipes , main collector PVC pipes, inspection cockpits all 50 m, all auxiliary works included in the BoQ Tunnel works in reference to the "Method of Measurement and Payment Book" / MoM&P Book (616) |

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| | !!! as directed by the Engineer. “obsolete” specifications > not updated to state-of-art / general accepted codes of practice / technology (Allgemein Anerkannte Regeln der Technik aaRdT). |
| www.ppe61.de/07.4+Testing.pdf | Extra Payment for Testing > missing description in the Tender Dossier – in all integral parts of the Contract, esp. Method of Measurement and Payment Book > Claims for EXTRA Payment. .jpg .xlsx |
| www.ppe61.de/07.4+TestingPassedNoPayment.pdf | We offer our services, if the Contractor observes sub-standard in conduct, if the Engineer refuses to sign the Test-Certificate “passed” and does not pay the permanent works in the monthly IPC.. |
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| 08+Commencement, Delays and Suspension | |
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| www.ppe61.de/08.3+Time&Cost.pdf | Planning Systematic Time-, Resource, Cost Planning + Tracking + Trending |
| www.ppe61.de/08.3+WBS.pdf | Planning Systematic, WBS / Work Breakdown Structure: objective, result and activity-oriented with M&E+ Re-Planning, Milestone Tracking and Trending / Forecasting / Prediction. |
| www.ppe61.de/08.3+ArkCP1.pdf www.ppe61.de/08.3+ArkCP.pdf | Critical path derivation for Ark Noah ! |
| www.ppe61.de/08.3+FailureofProjects.pdf | |

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| www.ppe61.de/08.3+Time&Cost.pdf | |
| www.ppe61.de/08.3+WBS-Gewerkestruktur.pdf www.ppe61.de/08.3+WBS-Hochbau.pdf | Gewerkestruktur für Hochbauten |
| www.ppe61.de/08.3+WBS-pdf | Planning Systematic : object, result and activity oriented – M&E/Tracking and Trending |
| www.ppe61.de/08.3+Zyklus.pdf | Potsdamer Platz – Turkey Building – Zyklusgram für Gebäude / Hochbau Building Construction |
| www.ppe61.de/08.4+Covid.pdf | |
| www.ppe61.de/08.4+EoTfC-Variations-Disruptions-Delays.pdf | Variations, Disruption + Delay Claim > Disruption Claims not substantiated on the Baseline program or revised WP No. i ... n / adjusted Time for Completion i ... n (frequently with deviations of the rate of progress, monthly or quarterly at least). |
| www.ppe61.de/08.4+Covid.pdf | Covid – Epidemic reasons 08.4(d) + (b) , Extension of Time for Completion, 13.7 Adjustment for Changes in Legislation, 17.3 / 17.4 Employer's Risks and Consequences + 19.2/19.4 Notice and Consequences of Force Majeure |
| www.ppe61.de/08.4+EoTfC.pdf | Work Program ... Extension of Time for Completion |
| www.ppe61.de/08.4+LateEoTfC.pdf | Legal consequences for late issuance of a formal Notice of Determinations for Extension of Time for Completion / adjusted Time for Completion. Time at Large, Liquidated Damages lost, Dispute Board DB/DAB/DAAB, reasonable time to complete the project, requested acceleration |

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| | measures by Employer grants Contractor compensatory damages due to “acceleration claim”. |
| www.ppe61.de/08.6p4+Accelerate.pdf | Who pays for Instructions a) change in sequence of timing of execution [SC13.1 (f)] and b) Acceleration measures Works? The Employer pursuant to MDB2010, SC08.6p4 |
| www.ppe61.de/08.7+DD.pdf www.ppe61.de/08.7+DelayDamages.pdf | Delay Damages SC08.7 / SC14.9 / SC10.2 p5 > proportional reduction of the daily rate |
| www.ppe61.de/08.7+LDvsDD.pdf | Compare Liquidated Damages and Delay Damages |
| 09+Tests ON Completion | |
| Reference to 10.1 Works + Sections | A _ Request for test, more than 24 hours B _ As-Built Drawings / OM to submit C _ Testing D _ Testing with or without Engineer > accurate E _ Endorsement of the passed tests F _ Notice to certify Taking-over |
| Reference to 10.2 sections/parts to put into use | A _ Put into use (de facto) B _ Notice to certify Taking-over or deemed to be taken over (de-jure) within 28 days (anyway, it is the ENG’s duty to respond within 28 days, MDB2020, SC03.1(d) - missing in RB2017 C _ As Build Drawings / OM D _ Testing / remedies if any F _ Re-payment Retaining, R-Guarantee, |

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| 10+Employer's Taking Over | |
| www.ppe61.de/10+Partial TOC.pdf | „ section “ put into use >>> not defined Section pursuant to PCC |
| www.ppe61.de/10.2+PartialTakingOverCertificate.pdf | “ Put into Use sections/part of works ” = non-defined “Sections” in the Particular Conditions of Contract (PCC) |
| www.ppe61.de/10.2+PartialTOC.pdf | Put into use any part of the works (10.2+....) |
| 10.5+Gold Book Training | |
| www.ppe61.de/10.5+42FIDIC+EDF.pdf | Training – Workshop – Lecturing |
| www.ppe61.de/10.5+Tutor.pdf | <ul style="list-style-type: none"> 1 _ Expert Consultancy in Dispute Resolutions 2 _ Pree-Moot Covid – Force Majeure or Hardship 3 _ Seek relief for disruption and delay costs, indirect cost, unproductive cost variable and fixed costs = contract price 4 _ Inquiry Food for Thought – once a king, always a competent king, once a knight, always an underpaid servant. Living in the field with sub-standard accommodation instead request EU per diem rate per presence days |
| www.ppe61.de/10.5+Südsudan1.jpg www.ppe61.de/10.5+Südsudan2.jpg | Workshop OPBRC Procurement Part I, Part II, Part III in Juba, South-Sudan |
| www.ppe61.de/10.5+SierraLeone.pdf | EU Case Study about the Technical Assistance (Sierra Leone Roads Authority) |

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| 11+Defects Liabilities | |
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| 12+Measurement and Evaluation (Valuation) | |
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| www.ppe61.de/12+Measurement&Payment.pdf | Re-measurements, Variations + Provisional Sums, Claims SC12.1 Measurement SC12.3 Evaluation IPA IPC Payment .docx |
| www.ppe61.de/12.1+MHD1.pdf | Mass Haul Diagram MHD to identify surplus/spoil or shortage/ borrow Quantities at begin of the project - based on proper survey documents or BIM – to prevent 100% built – 200% measured – 200% paid. Conversion factors for different soil is said to consider: bank, loose, compacted. |
| www.ppe61.de/12.1+MHD2.pdf | Mass Haul Diagram MHD > identify Haulage distances in context with Spec and Method & Payment Book: Cut, Fill, Borrow, “Spoil” with the result of surplus and shortage of material quantities at an early stage to identify “overrun - measured quantities” at the end of the project. |
| www.ppe61.de/12.2+NetActualQuantitiesPermanentWorks-Earthworks.pdf | Method of Measurement and Payment Net Actual Quantities of Permanent Works, Scenario 1,2,3 Permanent as Planned, and not changed during the course of implementation, to get paid for “non-paid operations”. |

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| www.ppe61.de/12.3+EvaluationApproach.pdf | SC12.3 Quantity changes entitles for Unit Rate Change > How to derive .. |
| www.ppe61.de/12.3+IDC.pdf | Indirect Cost Structure / Overheads – usually structured in the Bill No 100 : preliminary and general provisions for TRANSPARENCY reasons. |
| www.ppe61.de/12.3+BDUR.pdf | Break down of the Bid Price of each Bill 100 (IDC), Bill 200-2700 with the price costs: Production Rate, split UR in Prime Costs (Lab, Material, Equipment, Fuel. Others) with Physical Contingency/Provisional Sums evaluated under SC12.3, Provisions for Extension of Time, and Price Escalation. |
| www.ppe61.de/12.3+NewRateNewPrice.pdf | How to identify and calculate change the Cost per unit quantity of the one item to be able to adapt the unit rate due to quantity change (rise or fall). Please refer to VARIATIONS for “overpayments”. |
| www.ppe61.de/12.3+EvaluationofInstructions.pdf | Variations – Instructions – Evaluation SC12.3 (b) (ii) and (iii) illogical lack of Compatibility? Sample: Explosives to demolish / sheet piling with piledrivers |
| 13+Variations and Adjustments | |
| www.ppe61.de/13.1(a)+UnforeseeableSpecificationRB2017.pdf | Red Book 2017 Object against Engineer Variation Instruction: SC13.1(a) the varied work was Unforeseeable having regard to the scope and nature of the works describing in the Specification . |

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| www.ppe61.de/13.1(a)RationaleBehind.pdf | Functions of the different integral parts of the FIDIC / MDB2010 Contract |
| www.ppe61.de/13.1+SoillImprovementbyLeanConcrete.pdf | Unsuitable soil blocks replaced by expensive “lean concrete blocks” with a rate even higher as the Unit Rate of a Reinforced Concrete wall with formwork. |
| www.ppe61.de/13.2+ValueEngineering.pdf | RB1999+2017 comparison, costs of design by Contractor , why VE with the risks to receive a sufficient FEE?, IPR / intellectual property rights. |
| www.ppe61.de/13.3+Disruption&DelayDistinction.pdf | Definition of the terms Disruption (non-critical path) and Delay (critical path) |
| www.aid21.de/13.1+VariationProposal+AdditionsminusOmissions.pdf | Variation initiated by Engineer, request for Variation Proposal pursuant to SC13.3(a), 13.3(b) und 13.3(c.) by the Engineer. |
| www.ppe61.de/13.3+VAR@ClaimMonitoring.pdf | All phases of the procedural steps to monitor the Variation and Claim processes from submission to dispute resolution > close out. Please note Interim Claim submission (monthly intervals) shall be incorporated in Variation and Claim Template |
| www.ppe61.de/13.3+VariationProcedure.pdf FYI > Evaluation with SC12.3 | All Steps for a Variation Procedure based on the Request of a Variation Proposal (if not Contractor shall submit a Claim Notice immediate – not to wait up to 28 days / substantiate Claim Request within the awareness period of 42 days) |

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| www.ppe61.de/03.5+VP.pdf www.ppe61.de/03.5+NoticeofDeterminationVariationSC13.3.pdf | Variation Proposal External communication: Engineer issues a formal Notice of Determination for the VARIATION / SC13.1 to the Contractor. |
| www.ppe61.de/13.1+04.18+CompareQualityAssuranceSystemwithChangeManagement+QuantitySurvey+Billing.pdf | Compare Quality Management + Quality Assurance + Quality Control |
| www.ppe61.de/13.5+TypesofProvisionalSums.pdf www.ppe61.de/S+Clarifications-Procurement.pdf | Different Types of Provisional Sums , Contingencies and reasons to provide Fiance to cover imponderability during implementation of the Project Special Issue: IDC / indirect costs / fixed-unproductive costs incorporated in all UNIT Rates of Bill No200-2100 + Daywork. Bill No 100 (preliminary + general provisions) = ZERO !!! Not recommended due to the non- transparency between Service – and Works-Contract . Why does Employer do not provide the Service Contract / Terms of References to the Works Contractor? We are sure it would help to introduce transparency and would avoid Disputes. Do you concur? |
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| 14+Contract Price and Payment | |
| www.aid221.de/14.2+AdvancedPaymentGuarantee | Sufficient advanced payment |

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| www.ppe61.de/14.2+Advances-IDC.pdf | <p>Advance Payment Application APA SC14.2, pre-conditions (a) _ Performance Security PS SC04.2 and (b) _ Advance Payment Guarantee APG, Advance Payment Certificate APC, Payment of Advances SC14.7, Timeline, Price Escalation, (c) _ Bill No 100 Preliminary & General provisions of Site Establishment, Indirect Costs ...</p> <p>www.ppe61.de/12.3+IDC.pdf</p> <p>If IDC are included in the Unit Rates of permanent Works (Zero Priced Bill No1), every quantity is overpaid by approx.. 25% of the exceeding Accepted Contract Amount ACA.</p> |
| www.ppe61.de/14.3+IPC-Structure.pdf | <p>Wrong application of the IPC Structure leads to distortion with price fluctuation, MOS on Site, advanced repayment (breach of contract)</p> <p>Clarify : Sales / Turnover Tax, prepaid tax / deductible input VAT, tax relief of the prepaid tax from the local National Revenue Authority.</p> |
| www.ppe61.de/14.3+IPC-Decisions.pdf | <p>Amount deduction (i) instructed by Employer to Engineer without formal Notice to Claim and Notice of Determination, ENG contravenes his duties (ii) Employer just does not pay the full amount of the certified IPA (IPC) by the Engineer >>> Counteractions of Engineer (record oral witnesses at time of occurrences, ENG is indirect liable for loss and damage) and Contractor requests interest, suspension, termination after reduced payment.</p> |
| www.ppe61.de/14.5+MOS.pdf | <p>Consultant's Monitoring Duties / daily Records / Diary</p> <p>MoS - Material on Site : record deliveries of all type of materials and</p> |

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| | preassemblies > pre-fabricated pre-stressed beams / steel girders / aggregates / fuel / explosives / cement / bitumen. |
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| www.ppe61.de/14.8+DelayedPayment.pdf | <p>1st Income (Salary, Honorarium / Fee + per diem / field allowances) 2nd Price Escalation Formula 3rd Interest rates for delayed payment Inflation is climbing, Payment Moral, Reluctance to pay, Late Payments, Interest Rates, requirements to claim.</p> <p>a) EDF / Official Journal of European Union : Euripor or ECB prime / refinancing rate PLUS 3,5% > Article 53 b) FIDIC : national Bank / CB of the Country PLUS 3,0% > SC14.8 c) Code of civil Law BGB Germany ECB “Basiszinssatz” + 9% for commercial Contracts Section §288 BGB d) What does your national laws say in your country? Georgia/Caucasus = 10%-12%?, Turkey=12%-14%?</p> |
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| 15+ Termination by Employer | |
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| www.ppe61.de/15.1+08.6+Acceleration.pdf | Scheduling “change in sequencing” + “Acceleration” ... Instructed acceleration can be fully claimed : SC08.6p4 MDB2010 |
| www.ppe61.de/15.2+EMP.pdf | |
| www.ppe61.de/15.3+Valuation.pdf | Valuation upon Termination by Contractor or Termination by Employer > all types of costs, loss + damages are listed here |
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| www.ppe61.de/15.6+03.pdf www.ppe61.de/15.6+EthicalConduct.pdf | Ethical – competent assessment |
| www.ppe61.de/15.6+Kleptocracy.pdf | The different treatment: low and middle cast burning each other and low and middle cast clap / applaud to the looting of the upper – ruling class. |
| www.ppe61.de/15.6+KleptocracyExplain.ed.pdf | The State, Corporatists/Clientelism , state violence, central banking (we eat) and Individuals |
| www.ppe61.de/15.6+KleptocracyTopDown.pdf | 1% of population, rules corrupt, 1% parasitic clients, 3% we shoot you, 10% we eat, 85% of the population : we work for you, we feed all of you. |
| www.ppe61.de/15.6+KleptocracyCascade.pdf | Waterfall with tapping till to the last drop for the “indifferent” public |
| www.ppe61.de/15.6+ADB-Conduct.pdf | Asian Development Bank Policy : Fraudulent Practices + Corruption, Standard of Conduct > sub-standard e.g. Mobbing aso. |
| www.ppe61.de/15.6+Competence+CPI+Salary+Honorarium+DisputeBoard+FraudulentPractice.pdf www.ppe61.de/15.6+PublicExecutions.pdf | Corruption and parasitic conducts have to be eliminated like in China – public executions! Competence ~ earnings, less competence required for Corruption CPI, less DB site visits indicate fraudulent practices, fraudulent practices proportional to CPI-countries > CPI2021 Rank > google CPI2021, corruption perception index2021, Transparency International. |
| www.ppe61.de/15.6+CPI2021.pdf | Transparency International Corruption Perception Index CPI2021 |

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| www.ppe61.de/15.6+CPI+Quality+RuleofLaw.pdf | Functional Dependencies between CPI, Quality (forged components) and Rules of Law (obey procedural rules, proforma Notice of Determinations, agreements to avoid Dispute Boards. |
| www.ppe61.de/15.6+CPI+Design+Variation.pdf in context with www.ppe61.de/S+DesignDuties.pdf 2020ContractAdministration | Functional dependencies of CPI, Design + Specifications , Design Modifications and Variation. Correlation between high numbers of Variations and low numbers of Notices of Claims ? Suppliers, material characteristics, technological obsolescence , material trading, labour lease, equipment, S/C brokerage, Shift illicitly the expenditures of Design Services to the Contractor. |
| www.ppe61.de/15.6+Culture.pdf | Land of Culture / Cultural adaption to West-African Cuisine . HFG- Workshop in Makeni/Sierra Leone 2019 |
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| www.ppe61.de/15.6+Drop.pdf | Kleptocracy ... waterfall .. last drop for the “public” |
| www.ppe61.de/15.6+IIU.pdf | Infrastructure Implementation Unit IIU |
| www.ppe61.de/15.6+LastCallRecovery.pdf | How do Consultants and Contractors recover their 15-20% Last Call Expenditures? Illegitimate methods to balance out bribes, plus legitimate entitlements to cover lack of design or UPC / unforeseen physical conditions and other causes are mentioned in the Contract www.ppe61.de/03.5+ClaimSC.pdf |
| www.ppe61.de/OLAF1.pdf (overall view) www.ppe61.de/OLAF.pdf (full text) www.ppe61.de/OLAF-ToC1.pdf | Chinese shows more cleverness . They roll out maximum 70% of real investment value only : Cartel of Silence, Whistle blowers, Crown witnesses >>> Tax Avoidance of the talented taxpayers is required. |
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| <p>www.ppe61.de/15.6+Trustee.pdf</p> | <p>We act as Trustees: www.ppe61.de/15.6+Trustee.pdf Whistle blowers 10-15% award of recovered assets shall be given / impunity for Crown Witnesses. We need more scout / spotters in a positive sense, to collect data to fight against exploitation ... Listen to this song at youtube.com "Kundschafterlied" (STASI 1986) and Chekists in Russian Language https://www.youtube.com/watch?v=coNN1wAbkA with English sub-title. https://en.wikipedia.org/wiki/Nomenklatura</p> |
| <p>16+Suspension and Termination by Contractor</p> | |
| <p>www.ppe61.de/16.x+A</p> | <p>16.x+A</p> |
| <p>17+Risks and Responsibilities</p> | |
| <p>www.ppe61.de/17.1+SWOT-Risk.pdf</p> | <p>SWOT – internal causes Strengths + Weaknesses, and external influence Opportunities + Threats</p> |
| <p>www.ppe61.de/17.3+Flooding.pdf</p> | <p>Climate Change Impact? Flooding Risk Allocation : force of Nature OR not reasonably expect the events, taking adequate preventive precautions.</p> |

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| | <p>FIDIC / MDB2010 SC17.3 Employer's Risks and SC17.4 Consequences of Employer's Risk</p> <p>Employer's, Engineer's or Contractor's Responsibility of flooding, if neither a threshold or nor a threshold are defined in the (i) PCC and to be valued in the (ii) Method and Measurement Book & (iii) BoQ No100 "Preliminary and General Provisions"-item/-s.</p> |
| www.ppe61.de/17.3+Risks.pdf | Procurement risks 1.2.3.4.5.6.7 |
| www.ppe61.de/17.5+IIPR.pdf | Intellectual and Industrial Property Rights |
| www.ppe61.de/17.8+Risk-Equilibrium.pdf | <p>Risk Equilibrium for non-accountability of the economic strong Party to cover Risk for promised mission schedules and Risks for remunerations. Recommendation: Without tentative mission schedule, request 133% basic fee e.g. 650 Euro per service day PLUS EU per diem rate, e.g. / sample 198 Euro per presence day in Georgia</p> |
| 18+Insurance | |
| www.ppe61.de/18.1+InsuranceUpgrade.pdf | <ul style="list-style-type: none"> ▪ ▪ Insurance Issues: ▪ Insurance shall start from the begin of Mobilization works, or other terms, however, agreed before the date of Letter of Acceptance ▪ Notice of Commence requires some condition precedents' SC08.1 ▪ Commencement Date later as Mobilization date / works |

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| <p>www.ppe61.de/18.1+InsuranceUpgrade.pdf</p> | <ul style="list-style-type: none"> ▪ Clear and complete form from the ICC / International Chamber of Commerce > FIDIC should establish a Standard Form to prevent ▪ (a) uncertainty about scope of insurance, defined insurance caps, deductibles, start – finish, insurance premium > Insurance Form like the Performance Sureties and Bonds ICC524 and ICC458 www.ppe61.de/04.2+PS524SuretyBond.pdf ▪ (b) the standard form does not allow the local insurance companies to negotiate the nature and extent of coverage in order to find a fair purposeful hand-out commission. ▪ (c) The Contractor shall be allowed to sign an insurance policy with an international company, not limited to local insurer to prevent “unjust enrichment”. ▪ (d) An item for insurance premiums with a break down of “provisional sums” of 3,0%% of the Bid Price. The provisional sum item shall be computed with the 3% of the Net Bid Price as set out in the Bill No 100 . Preliminary and General Provisions on a monthly basis. ▪ The Contractor must provide evidence of payment, to get reimbursed by the monthly IPC anyway, in compliance to SC18.1 ▪ (e.) others – your ideas are welcomed. |
| <p>www.ppe61.de/18.1+InsurersMustPayTheEntireDefenseCost.pdf</p> | <p>The most insurant / policy holder experience with insurance companies bad experiences. Mostly you need an lawyer to expedite their reluctant actions to pay the insured loss. Hence it is good to read article.</p> |

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| 19+Force Majeure | |
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| www.ppe61.de/05.5+Procurement-Flooding.pdf | Climate Change Impact? Employer's, Engineer's or Contractor's Responsibility of flooding , if no thresholds are defined in the PCC and to be valued in the Method and Measurement Book + BoQ No100 "Preliminary and General Provisions"-item in conjunction with FIDIC / MDB2010 Sub-Clause / SC17.3, 17.4 + C19 |
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| 20+Claims, Disputes and Arbitrations | |
| 20.1+Contractor's Claim | |
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| www.ppe61.de/20.1.+ClaimAvoidanceStrategy.pdf | Does a claim avoidance strategy helps to prevent an Contract Price increase of fraudulent practices to achieve unjust enrichment: Soil + Traffic explorations, Design, State-of-Art Specifications , selection of competent and experienced supervisors and contractors due to diligence. Causes of problematic situations / non-compliance with the "Contract". |
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| www.ppe61.de/20.1+Interim.pdf | Interim Claims with monthly cumulated impact and accumulated time and cost effect. |
| www.ppe61.de/20.1+InterimClaim.pdf www.ppe61.de/20.1+Claim&VARMonitoring.pdf | Procedure with Interim Claims |

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| | Monitoring for Variation and Claim Procedure |
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| www.ppe61.de/20.1+ClaimNotices.pdf | (1) Notice of CLAIM (reserve your rights) and with detailed particulars / contemporaneous records (2) (2) Notice of REQUEST > Template #20001 |
| www.ppe61.de/20.1+ClaimCertificate.pdf | Claim Certificate |
| www.ppe61.de/20.1+Leverage.pdf | Our sophisticated Contract and Construction Services show, how to recover our Fees & Incidental Expenditures with a leverage impact between 50 to 100 times. |
| www.ppe61.de/20.1+NoticetoClaim-Disruption.pdf | Notice to Claim > Disruptions. |
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| www.ppe61.de/20.1+Claim@VARMonitoring.pdf | Monitoring for Variation and Claim Procedure All phases of the procedural steps to monitor the Variation and Claim processes from submission to dispute resolution > close out. Please note Interim Claim submission (monthly intervals) shall be incorporated in Variation and Claim Template |
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| 20.2+Appointment of the Dispute Board | |
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| www.ppe61.de/20.2+DAB.pdf | Experiences in Contract / Claim Management and Dispute Board Resolution of our competent, skilled and experience expert Helmut F |

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| | Giesa, Skype HFG2404 > Reference provided by International Japanese Consultant. |
| www.ppe61.de/20.2+RetainerFee.pdf | Structure of Retainer Fee www.ppe61.de/20.2+RetainerFee.pdf International Chamber of Commerce / ICC says to monthly Retainer Fee / Management Fee : 3 times of daily rate e.g. 3000 Euro daily Fee plus expenses >>> 3 * 3.000 Euro = 9.000 Euro per month Retainer Fee. Refer to German Arbitration Institute - DIS Honorarium www.ppe61.de/20.6+Reimbursement of Expenses.pdf |
| www.ppe61.de/20.2+Surcharge.pdf | Surcharge due to non-defined, tentative mission schedules for free lancers e.g. 12 months Input of environmental specialist spread over 24 or 36 months implementation period. Talented professionals request more fee, or the take over the job, and disappear at the next opportunity. |
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| 20.3+Failure to Agree to the Composition of the Dispute Board | |
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| 20.4+Obtaining Dispute Board Decision | If Parties connive with Claim and Variation “Agreements” with “Fair Determinations” ... no need to dispute about purposeful achievements. |
| www.ppe61.de/20.4+Referrals-Replication.pdf | Claim on Merits or Variation Proposal in Quantum rejected. How can you overturn subjective ascertainment of the Engineers or Employers, A _ if the rejection does not meet the procedural rules of FIDIC CoC and/or B _ the rejection has been issued by an incorrect formal notice of Determination pertaining to SC03.5 ... We help adequately. |

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| www.ppe61.de/20.4+PaymentofDABDecisions.pdf | <p>DAB DB Decisions received. What is to do? Wait 28 days till the Decision become final and conclusive/binding? Awaiting Notice of Dissatisfaction [SC20.4/SC20.5]</p> <p>Who is responsible to write the Invoice / IPC [SC14.3(f)] [SC14.7]? Why shall the Engineer issue an IPC? > reserve the rights of suspension and termination for both Parties. Who is to blame, if a civil law case will come into existence, because the gross negligence of the Engineer lose the right to suspend / terminate the Construction Contract or he cures the default by issuance a IPC later?</p> |
| 20.5+Amicable Settlement | |
| www.ppe61.de/20.5+FIDIC-EDF.pdf | <p>Resolution Procedure: (i) FIDIC : DB + amicable settlement, (ii) EDF/EU : amicable settlement and conciliation (EU-Procurement PRAG – Annex)</p> |
| www.ppe61.de/20.5+Mediation2021.pdf | Advantage / Benefits of Mediations |
| 20.6+Arbitration | 20.6+Arbitration |
| www.pp61.de/20.6+A12-C&A.pdf | PRAG-Annex/Procurement: amicable settlement + Conciliation Procedure |

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| www.ppe61.de/20.6+Mediations.pdf | <p>Never give up. We help to support in all Resolution steps. Sophisticated Contract Administration starts with the Letter of Acceptance.</p> |
| www.ppe61.de/20.6+Mediation-Advantages.pdf | <p>Mediation-Advantages</p> |
| www.ppe61.de/20.6+IndependentResearch.pdf | <p>Arbitration: independent Research in Arbitration: (admissible/concede – gewährleisten) permissible or problematic; Jura Novit Curia Adversarial approach vs inquisitorial research for Law & Facts . www.gub21.de&10.5+Tutor.pdf</p> |
| www.ppe61.de/20.6+HybridHearings.pdf | <p>ICC published its Report “Leveraging Technology for Fair, Effective and Efficient International Arbitration Proceedings on 18.02.2022 with the objective “use of information technology IT in Int Arb” with an overview of the best use of IT in proceedings and offers practical guidance to use templates and checklists to organize and conduct virtual hearings with rehearsals. The Article summarizes the main content of the ICC-Report: Leveraging Technology for” .</p> |
| www.ppe61.de/20.6+ReassessmentofArbitralAwardsdueCorruption.pdf | <p>Fight International Corruption in Domestic Courts – Alstom, Sorelec, and the Review of Arbitral Awards a _ effectiveness and autonomy of international arbitration with its award based on sufficient evidences and substantive assessment of the merit b _ Protection of the public policy against corruption to allow the Court to annul the Arb award / decision to order new evidences for the merits and corruption issues in order to reassess the merits with lowering the standard of proof of corruption by sufficiency of circumstantial evidence.</p> |

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| www.ppe61.de/20.6+ReimbursementofExpenses.pdf | Guidelines for the Reimbursement of Arbitrators' Expenses : Travelling expenses / Travel mode, per diem for meeting without accommodation, accommodation (flat or incurred costs), other expenses ICC says to monthly Retainer Fee/Management Fee : 3 times of daily rate e.g. 3000 Euro Fee plus expenses > 3 * 3000 Euro = 9.000 Euro per month. |
| www.ppe61.de/20.6+Mediations.pdf | Mediations + Conciliation ... Advantages find a dispute resolution in an expedited manner – without influencing the outcome - . |
| www.ppe61.de/Mediation2021.pdf | Advantages of Mediations (and Conciliation) (EDF) |
| www.ppe61.d3/20.6+New&AmendedClaims.pdf | New Claims and Amended Claims in International Arbitrations. Finding Landmarks in Navigating the Tribunal's Discretion. |
| www.ppe61.de/20.6+Damage.pdf | Improving the Assessment of Damages in Arbitration (DIS) |
| www.ppe61.de/15.6+Trustee.pdf | Not to be recommended: Change of basic Principles to abolish the Time Bar settings without giving Notice for Dissatisfaction |
| www.20.6+TechnicalSecretary.pdf | General Information |
| www.20.6+TechnicalSecretary2019.pdf | Advantages / Disadvantages, Concerns about misuse of Technical secretaires due to non-transparency of the duties/tasks |
| www.20.6+TechnicalSecretary2020.pdf | German Comparison with ZPO – civil process order |
| www.ppe61.de/IBA.pdf www.ppe61.de/20.6+IBA.pdf | IBA International Bar Association Guidelines Arbitration |
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| www.ppe61.de/20.7+Procedure.pdf | Distortion of FIDIC Rules about Dispute Resolution Procedure: PCC overturns the procedural rules without Notice of Dissatisfaction and Time Bar to go directly to Arbitration. Do you feel it is a right procedure to overturn the Rule of Law? Nomenklatura (!) matters in Ex-USSR |
| 20.7+Failure to Comply with Dispute Board Decisions | Failure to comply with dispute Board Decision |
| 20.8+Expiry of Dispute Board's Appointment | |
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| 21 Dispute Avoidance and Adjudication Board | DAAB ... FIDIC Version 2017 |
| www.ppe61.de/21.0+Mediation-Conciliation.pdf | Advantages/Benefits of Mediations, Amicable Settlements + Conciliations (EU/EDF). The conciliation conditions can be downloaded from the PRAG Annexes (EU - Procurement guidelines) |
| www.ppe61.de/21+DBA-Arb.pdf | Dispute Board, Arbitration |
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| www.ppe61.de/21.6+DIS-Membership.pdf | German Arbitration Institute > Membership of HFG2404 |

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| www.ppe61.de/DISARB.pdf | Member of German Institute of Arbitration (HFG) Deutsche Institution für Schiedsgerichtsbarkeit www.GuB21.de/DISARB.pdf |
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| www.ppe61.de/2020ContractAdministration.pdf www.ppe61.de/S+DesignDuties.pdf | 2020 Contract Administration Coveragepage > Turn – Design Duties / Design Responsibilities of the Service Contractor and Works Contractor |
| | |
| www.ppe61.de/90+Zylo.pdf | Schedule presented in Lines of Balances (DE: Zyklogramm) for horizontal and vertical infrastructures, using the linear method to plan and track the progress. |
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| www.ppe61.de/GuB.pdf www.gub21.de/index.pdf | GuB GmbH profile > GuB Group No 5 www.gub21.de/GuB.pdf A_ GuB GmbH Advisors and Consultants |

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www.ppe61.de/08.4+EOTfC-Variations-Disruptions-Delays.pdf

B _ GuB Trading . Supply and Trading mechanism Human Resources

www.gub21.de/Comtess.la-Services.pdf

C _ GuB Venture Capital , Investment Trust

www.gub21.de/DISARB.pdf

D _ Octagon Mining GuD / Gold and Diamonds

www.gub21.de/HUB123.pdf

E _ AiD21 Education

www.aid21.de/index.pdf

www.gub21.de/Tutor.pdf

We transform RAW DATA into valuable Merits and Quanta (time, +/- cost and profit)

We transform RAW DATA into valuable Merits and Quanta (time, +/- cost and profit).



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Our GM Helmut and our professional Team possesses in-depth **Time, Resource, Cost planning**, tracking & **trending skills**, administrative & **contractual hands-on experiences** for **Claim+Variation** procedures with **adequate substantiations of facts** to be eligible for compensation & internat. **competence in Dispute Resolutions**.

He is ready to answer any question and is available to perform and deliver our team services successfully.

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