



Why is “Clarification” needed in the Procurement Stage?

	We do not need clarifications. We know how to deal with discrepancies in a secrete manner.	We request comprehensive clarifications about discrepancies, defaults, ambiguous descriptions	
This Party looks for bread / expected preys / gambles.		This Party has intelligently secured the bread without risks.	

Employers, Consultant, Main-Contractors and Subcontractor dealing with good faith, should sit up and take a note:

Employer’s Personnel: Soil + Traffic data, Design + Execution Drawings, Specs (RB2017)	Employer’s Personnel: Consultants / Engineer: Design review + prep Drawings and supervise.	Main Contractors; Build (Red Book, MDB2010) Clarify Bill No 100 (preliminary and general provisions)	Nominated Sub-CONs Split up your Bid in fixed and variable costs.
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Objective Transparency

- A _ The Engineer has the **Works Contract available** and know exactly the obligations, rights, duties and responsibilities of the **Contractor** and the **Scope** of WORKS (nature and extent).
- B _ However, the Contractor does not know the **obligations, rights, duties and responsibilities of the Engineer** and the **Scope of SERVICES** (nature and extent)
- C _ To establish Transparency, all Parties shall be informed over **the interfaces of the obligations** of each Party:
- D _ **Employer’s Designer / Engineer’s obligations** like Soil Explorations, Structural Analysis, Design duties for “instructed” Variations, Specification changes, instructed nominated Sub-Contractors (sometimes directed for selfish and greedy interests SC04.4, SC05.1, C113),
- E _ Defined **Site Mobilization for Engineer’s** Camp and other facilities, Laboratories, Transport / Vehicles, and other **planned obsolescence in the Design + Specs** and how to measure and pay in the Bill No 100 or how to provide an intelligent phrase in the letter of tender.
- E _ expressly **quantified operational running costs** for the specific **Engineers + Employers facilities.**

>>> Requirements to save money due to comprehensive request for Clarifications:

Where are they defined? Ambiguous descriptions (deliberately?) in in the PCC Contract Data, Method of Measurement and Payment, Drawings, and BoQ (indirect cost structure – www.gub21.de/12.3+IDC.pdf Very often, the Drafter of Tender Dossier mislead the Consultants and the Contractors.

Should Donors request in their Financing Agreements / Decisions that the Employer provides the Terms of References / TOR of the Service Contract to hhe Contractor?

Your opinion is highly appreciated.

Our Offer (home-based / site-visit / site inspection (Tender phase)

We offer to any Party (EMP, ENG, CON (M/C+S/C) our services to identify deficiencies in the Procurement documents to **clarify potential disputes or prevent loss**. Do not be silent and think you will be able to connive with the Parties, to solve **the risky Problems**. Clarify for your own bread winning, and not via fraudulent practices / secrete informal arrangements by by-passing the Contract Law.

Reference: 01.15+Audit-Success.pdf S+Clarification-Shifts.pdf S+Remuneration-All.pdf HUB123.pdf
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