

Tender Clarifications

Day- / Night shifts / surcharges

<p>CPI 2021 Transparency International https://www.transparency.org/en/cpi/2021</p> <p>Scores / Rank = Corruption Perception Index CPI 2021</p> <table border="0"> <tr><td>88 / 1</td><td>Denmark / New Zealand</td></tr> <tr><td>80 / 10</td><td>Germany</td></tr> <tr><td>56 / 42</td><td>Italy</td></tr> <tr><td>55 / 49</td><td>Georgia</td></tr> <tr><td>49 / 58</td><td>Armenia</td></tr> <tr><td>45 / 66</td><td>China</td></tr> <tr><td>40 / 85</td><td>India</td></tr> <tr><td>38 / 96</td><td>Turkey</td></tr> <tr><td>30 / 129</td><td>Azerbaijan</td></tr> <tr><td>29 / 136</td><td>Russia</td></tr> <tr><td>< 34 / 115</td><td>Sierra Leone</td></tr> <tr><td>< 29 / 136</td><td>Liberia / West-Africa.</td></tr> </table>	88 / 1	Denmark / New Zealand	80 / 10	Germany	56 / 42	Italy	55 / 49	Georgia	49 / 58	Armenia	45 / 66	China	40 / 85	India	38 / 96	Turkey	30 / 129	Azerbaijan	29 / 136	Russia	< 34 / 115	Sierra Leone	< 29 / 136	Liberia / West-Africa.	
88 / 1	Denmark / New Zealand																								
80 / 10	Germany																								
56 / 42	Italy																								
55 / 49	Georgia																								
49 / 58	Armenia																								
45 / 66	China																								
40 / 85	India																								
38 / 96	Turkey																								
30 / 129	Azerbaijan																								
29 / 136	Russia																								
< 34 / 115	Sierra Leone																								
< 29 / 136	Liberia / West-Africa.																								
<p>Dependencies between</p> <p>(a) Abscissa: Corruption Perception Index CPI2021</p> <p>(b) Ordinate: Procurement / Tender Dossier: Deliberate uncertainties / intentional ambiguities, and methodical irregularities & (c) "purposeful methods" to achieve</p>	<p>"Purposeful Methods" to achieve:</p> <ol style="list-style-type: none"> (1) scheme to generate unnecessary additional earnings, (2) achieve unjust enrichment www.ppe61.de/S+UnjustEnrichment.pdf (3) misuse "provisional sums" with high Unit Rates (inclusive IDC) in order to expand the Contract Price 																								
<p>FIDIC / MDB2010 Issues for</p>	<p>FIDIC / MDB2010 Issues for</p>	<p>FIDIC / MDB2010 Issues for</p>																							
<p>Service Contracts Consultant / Engineers (ENG)</p>	<p>Works Contracts Contractors (CON)</p>	<p>Freelancers, underpaid servants (SP / service providers)</p>																							
<p>Clarification during Procurement ahead of submission of the PROPOSAL</p>	<p>Clarification during Procurement ahead of submission of the BID</p>	<p>Clarification ahead of signing the deployment contract.</p>																							
<p>Labour Law about individual hours per week SC06.4</p>	<p>Labour Law about the individual working hours.</p>	<p>Mission Schedule distributed over the implementation period</p>																							
<p>Dayshifts foreseen only 22 wd per month, 5 days per week, 8 hours per days</p>	<p>Local recognized rest periods over the production year (public holidays, Sunday works, ...)</p>	<p>Planned Day shifts, range between begin-end (e.g. 12 hours) with a eight (8) hours service input</p>																							
<p>What does the Works Contract says about defined Working hours / Shift hours SC06.5 Shift No 1, Shift No 2</p>	<p>Operational hours (Shift No 1, Shift No 2 with start-end times, 12 h range?) defined in the PCC SC06.5 [Working Hours]</p>	<p>Planned Night shifts, range between begin – end (e.g. 12 hours) with a 8 hours service input</p>																							
<p>Has the Consultant / ENG to consider in his financial proposal the night shift "surcharges" for his personnel / free lancers, to get reimbursed by the Employer?</p>	<p>Does it imply, that the CON is allowed to work 24 hours per day, if NO Shift Hours / Working hours are defined in the PCC SC06.5? In such a case, the</p>	<p>Basic fee / salary refers to eight (8) hours dayshift = 100% payment Overtime (dayshift) above 8h = 25% surcharge; Night shift = 50% surcharge > 150% daily rate</p>																							
<p>Does the Employer EMP reimburse (a) overtime above 8 hours day, up to 10 hours day shift with a surcharge of 25% of the daily fee inclusive profit margin? (b) What does the local law say about the minimum surcharge for night shifts (50%) (c) The local S/C will also know his resource / experts' input, overtime and night shift expenditures.</p>	<p>CON is able to argue, our WORK PROGRAM considers TWO shifts and/or an as-and-when basis to catch up disruptions and delays. Does the EMP make provisions for the supervisor for two shifts at his own expenses.</p> <p>Recommendation to EMP: The Engineer can split his offered resources in 50% day and 50% night shift. Ow! Do not worry, the local S/C is the allegedly EMP-source for U.E. www.ppe61.de/06.5+Shifts.pdf</p>	<p>Refer to salaries and Honorarium structure for "day-shifts" as a baseline: 22 wd/m, 5d/week, 8 h/d minus paid public holidays.</p> <p>Max. 176 hours per month.</p> <p>Salary, Honorarium, perks (social issues), profit, per diem/field allowances. www.ppe61.de/S+RFP-FinancialProposal.pdf</p>																							

Ref to Salaries and Honorarium structure for "day-shifts" (22 wd/m, 5 day/week, 8 hours/day) :

www.ppe61.de/S+RFP-FinancialProposal.pdf ; www.ppe61.de/S+UnjustEnrichment.pdf ; www.ppe61.de/06.5+Shifts.pdf

File Name : www.ppe61.de/S+Clarifications-Shifts.pdf

Working Hours / Shifts

Under construction ...

A	Working Hours defined in Particular Conditions of Contract / PCC	
	Usually the Tender Dossier defines in the PCC SC06.5 the Shifts Numbers ... e.g. 1st range of 12 hours, 2nd shift range of 12 hours	
B	24 hours / 5 days ... excluding locally recognized rest days	
	If no Shift is defined, it implies, that the Contractor is allowed to work 24h/7day, excluding the locally recognized rest days	
C	Employer's default + Engineer's supervision adaption at his own costs	
	If no shift is defined in the Tender Dossier, it is a default of the Employer. He is culpable to sort out the extra supervision input at his own cost. Maybe the Employer stretches the working hours of the Engineer's personnel within the 22 working days p month. e.g. 50% day shift, 50% night shift input, if no working hours are defined in the Service Contract. Hence the Employer can avoid his additional costs for additional supervision expenditures on Site.	Engineer gives "consent", but referral to DAAB might helpful.
D	Labour Law SC06.4	
	Reference to local labour law / individual protection law does not prevent the Contractor to OPERATE 24 h/ day. If no shift times are defined in the PCC, the Contractor has his disposition right to operate 24 hours, 7 days per week excluding the local recognized holidays.	
E	Compliance	
	If the contractor works 24 hours / 7 days a week, he is obliged to comply with the individual protective right of the labour, to work e.g. 5 days @10 hours per week. Hence the Contractor has to deploy enough labour, to be able to rotate them after 50 hours per week of time input (without breaks for breakfast, lunch, and dinner).	
Text	www.ppe61.de/HUB123.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 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.	