

Tests passed, but Engineer refuses to put forward the completed works / sections in the IPC

A _ Situation of Testing, procedure rules (SC07.4) and legal consequences

The Sub-Clause SC07.4 [Testing] describes the procedure and the legal consequences.

The Contractor give a NOTICE to the Engineer to agree about time, place and specified test of the Plant, Material and other parts of the Works. The Engineer gives the Contractor not less than 24 hour's notice of the Engineer's intention to attend the tests. If the Engineer does not attend the tests, then the tests shall be deemed to made in the Engineer's presence and the Engineer shall be deemed to have accepted the readings as accurate. The Engineer can instruct additional tests: if test fails, the Contractor pays, if the test pass, the Employer pays.

B _ How to solve this sub-standard of conduct to refuse the test result "passed"?

If the Engineer does not endorse the Contractor's test certificate, or does not issue a certificate to him, the Engineer breaches the Contract. Please read the Sub-Clause SC07.4 [Testing] carefully. Besides, the Contractor's shall assess his eligibility of additional claims for Testings, please refer in this context to www.ppe61.de/07.4+Testing.pdf

C _ We offer competent and experienced services to claim interest rate, additional testing costs, or to abide to the procedural rules of Suspension or Termination.

We offer comprehensive services to resolve the observed sub-standard of conduct with our following described procedure:

- 1 _ Virtual Site Visit of the Client/Contractor to provide the live pictures about the situations on Site.
This helps to pre-assess the workmanship like execution, nature and extent of loss and damage and the enforceability of the own claim and Contract negotiations.
- 2 _ Implementation:
Physical Site Inspection, additional Testing, preservation of facts, Verification Report prepared by our TEAM.
- 3 _ Viable Action Plan: Contractual Correspondence for payment, suspension and termination.
- 4 _ Follow up for payment, suspension, termination and recovery of Loss and Damage

D _ Our demand in financial terms

4.1. Mobilization Business flights inclusive return flight	2 TMs * 3.000 Euro per flight + TM	6.000 Euro
4.2. Site Inspection and Testing. say 2 days with appropriate preservation records & verification report	D1 : 2 * 1.250 Euro per TM and per day D2 : w * 1.250 Euro D3 : Verification Report	2.500 Euro 2.500 Euro 1.250 Euro
4.3 Legal Correspondence for request of payment, suspension and termination; foreseen 1 day input by our lawyer L	8 hours @ 300 Euro/hour	2.400 Euro
4.4 Follow up for Suspension and Termination by 1 TM and 1 Lawyer L	TM = 150 Euro p h; L = 300 Euro p h > Follow up team = 450 Euro per hours.	

Note: The Contractor claims our FEES / Expenditures from the Employer/Engineer.

E _ Communication > Send an inquiry via e-mail to us. Thank you very much.