

Interim Claim [SC20.1 (b)] proceedings

Situation S1 Submission of Interim Claims e.g. monthly interval

The Contractor submits his INTERIM Claim on a regular basis.

Maybe the Engineer reminds the Contractor to submit further particulars to demonstrate his accumulated delay – cause – impact relations in time and cost / profit during the respective period und in total. This complies with the excerpt of the SC20.1 (a), (b)

... If the event or circumstance giving rise to the claim has a continuing effect:

(a) this fully detailed claim shall be considered as interim;

(b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and

(c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer. ..

Situation S2 Final Claim

After the continuous effect of the circumstances have been ended the Contractor submits his Final Claim pursuant to SC20.1(c).

The Engineer proceeds with the Determination SC03.5: analyse, evaluates (SC12.), consults all parties, either to find an agreement or he is obliged to ascertain the “Claim issue”. This Procedure is expressly describe in the Contract Law and should not raise any doubts.

A formal Notice of Determination shall be issued within the defined time bar.

Situation S3 Ambiguous wording about Interim Claim Procedure

The Contract does not clearly describe the Interim Claim procedure. It is not clearly expressed, that the Engineer shall ascertain the “Claim issue” on a monthly base in compliance with SC12.3 and SC03.5. It would be fair and reasonable to “substantiate” the monthly and accumulated impact in time and costs. This would allow the Contractor to forward this “provisional rate or price for the purpose to include the substantiated amount into the IPC (SC14.3 (f)).

How do you interpret the SC201 in context with Interim Claims

Question 1:

Does the Contract Law **oblige** the **Engineer** to determine the Interim Claims with a “provisional rate amount” and “prov. EoTfC” on a monthly interval?

Question 2 :

Does the Contract Law **entitles** the **Contractor** to receive a “substantiated” provisional rate or price amount and “prov. EoTfC” on a monthly interval, till the final claim is either agreed or ascertained by the Engineer?

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