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The Institution of Engineers, Malaysia
 Bangunan Ingenieur, Lots 60/62, Jalan 52/4, Peti Surat 223, 46720
 Petaling Jaya, Selangor Darul Ehsan

**2-Day Course On
 '100 Common Problems of
 Construction Contract'**

Organised By:
 Project Management Technical Division, IEM

REGISTRATION FORM

**2 Day Course on
 '100 Common Problems for Construction Contract'
 3 April 2017 & 4 April 2017 (Monday & Tuesday)
 Closing Date : 31 March 2017, Friday**

No	Name(s)	M'ship No.	Grade	Fee (RM)*
		SUB TOTAL		
		Add GST @ 6%		
Total Payable				

Date : 3 April 2017 & 4 April 2017 (Monday & Tuesday)
**Venue : Tan Sri Prof. Chin Fung Kee Auditorium, 3rd
 Floor, Wisma IEM, Petaling Jaya, Selangor**
Time : 8.30 a.m. - 5.30 p.m.

BEM Approved CPD/PDP Hours = 14
Ref. No: IEM17/HQ/061/C

*Fees MUST be fully paid BEFORE the CLOSING DATE. Seats could only be confirmed upon payment.

Enclosed herewith a crossed cheque No: _____ for the sum of RM _____ issued in favour of "**The Institution of Engineers, Malaysia**" and crossed 'A/C payee only'. I/We understand that the fee is not refundable if I/We withdraw after my/our application is accepted by the Organising Committee as stated in the **cancellation term**. If I/We fail to attend the seminar, the paid registration fee will not be refunded.

Contact Person: _____ Designation: _____

Name of Organization: _____

Address: _____

Telephone No.: _____ (O) _____ (Fax)

_____ (H) _____ (HP)

Email: _____

 Signature & Stamp

 Date

REGISTRATION FEE (SUBJECT TO 6 % GST)

GRADE	Normal	Online
IEM Student Member	RM200.00	RM150.00
IEM Graduate Member	RM650.00	RM600.00
IEM Corporate Member	RM750.00	RM700.00
Non IEM Member	RM1500.00	RM1400.00

IMPORTANT NOTES

- Closing Date : **31 March 2017, Friday**
 - For **ONLINE REGISTRATION**, payment **MUST BE MADE ON REGISTRATION** [via RHB Now and Maybank2u - Personal Saving & Personal Current; Any Credit Card - Visa/Master.
 - Payment via **CASH/CHEQUE/BANK-IN TRANSMISSION/BANK DRAFT/MONEY ORDER/ POSTAL ORDER/LOU/LOG/WALK -IN will be considered as NORMAL REGISTRATION**
 - FULL PAYMENT** must be settled before commencement of the event, otherwise participants will not be allowed to enter the hall. If a place is reserved and the intended participant fails to attend the course, the fee is to be settled in full. If the participant failed to attend the course, the fee paid is non-refundable. IEM reserve the right to reject any LOU/LOG not in accordance with these instructions.
- The Organising Committee reserves the right to alter or change the programme due to unforeseen circumstances.

Synopsis

Disputes between contractor and the client are all too common in construction contracts. To certain extent, it is said that disputes are inevitable in construction projects which predominantly arise from the complexity and magnitude of the works involved, multiple contracting parties, poorly prepared and executed contract documents, financial issues and communication problems. Any one of these factors could lead to time overrun, increased costs, and a breakdown in the parties' common objective to complete the project.

Problems arising from construction contracts could be attributable to multiple parties involved in the construction works for example the Contractor, Employer, Consultant, Architect, Nominated Sub-contractor, third party contractor etc. The common problems that the Employers and Contractors encounter in the course of their work are numerous, such as:

- What are the common breaches of Employers and Contractors?
- Does letter of intent bind the parties, and if so, under what conditions?
- What are the liabilities of an Engineer or Architect as far as design is concerned under a conventional contract and a Design and Build contract?
- Is Employer bound by the information and data provided in tender document?
- What does it mean by progressing the work regularly and diligently?
- Is the extension of time clause for the benefit of the Employer or Contractor?
- Does the Employer need to prove his actual loss in order to impose liquidated damages?
- Can the calling of an on-demand performance bond be stopped by the Contractor?
- What are the issues need to be taken note of in an adjudication proceeding?

This seminar will provide a detailed analysis to the above problems and their related issues.

About The Course Leader

Ir. Lai Sze Ching graduated as a Mechanical Engineer from the University of Malaya. He also holds LL.B degree from the University of London and LL.M from the University of Malaya, majoring in Alternative Dispute Resolution, Arbitration Law, Remedy and Construction Law. In addition, he also holds a Certificate of Legal Practice from the Qualifying Board of Malaysia.

Ir. Lai has more than 30 years working experience in the field of construction and property development. He is currently the Managing Director of a consulting firm involved in Project and Contract Management and Contractual Claims. Ir. Lai had been invited to deliver papers on construction, water supply and sewage treatment in various international seminars and conferences. He had also written various articles on ADR, Arbitration and Construction disputes and had conducted talks on Law for Engineers and on Construction Law to local companies and Universities.

Being an accreditor of Engineering Accreditation Council Malaysia, he is also actively involved in the accreditation of local engineering programmes. He is currently a member of the Industry Advisory Panel for LimKokWing University of Creative Technology and Multimedia University. Ir. Lai has also been appointed as the Student Ambassador for the External Law Programme of University of London. He is empanelled as Arbitrator, Mediator and Adjudicator in the panel of Kuala Lumpur Regional Centre of Arbitration (KLRCA).

Course Schedule & Outline

Day 1		Day 2	
08:30 – 09:00	Registration	08:30 – 09:00	Registration
09:00 - 10:45	The Nature of Construction Contracts Common Breaches.	09:00 - 10:45	Extension of Time Programme of work
10:45 – 11:00	Tea Break	10:45 – 11:00	Tea Break
11:00 – 13:00	Design Tender Contractor's Obligations	11:00 – 13:00	Performance Bonds
13:00 – 14:00	Lunch Break	13:00 – 14:00	Lunch Break
14:00 – 15:30	Employer's Duties Letters of Intent	14:00 – 15:30	Liquidated Damages
15:30 – 15:45	Tea Break	15:30 – 15:45	Tea Break
13:45 – 17:00	Completion of Projects Time for Completion	13:45 – 17:00	Payment Adjudication
17:00 – 17.30	Q & A	17:00 – 17.30	Q & A

Who Could Benefit From The Course

- Project Directors
- Contract Managers / Executives
- Project Managers / Engineers
- Project Architects
- Site Managers / Site Agents
- Quantity Surveyors
- Site supervisors
- Developers
- Contractors and sub-contractors

Cancellation Policy

IEM reserves the right to postpone, reschedule, allocate or cancel the course. Full refund less 30% if cancellation is received in writing more than 7 days before start date of the event. No cancellation will be accepted prior to the date of the event. However, replacement or substitute may be made at any time with prior notification and substitute will be charged according to membership status.

Personal Data Protection Act

I have read and understood the IEM's Personal Data Protection Notice published on IEM's website at <http://www.myiem.org.my> and I agree to IEM's use and processing of my personal data as set out in the said notice.