

## VIRTUAL 2 DAY COURSE ON

# COMMON PROBLEMS AND SOLUTIONS FOR CONSTRUCTION CONTRACTS

BEM Approved CPD: Applying

Ref No : Applying

Organised by: Project Management Technical Division

**SPEAKER :**  
**Ir. LAI SZE CHING**

**8 & 9 MAY 2023, MONDAY & TUESDAY**  
**9.00AM - 5.30PM**

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**CLOSING DATE: 30 APRIL 2023**

	<b>ONLINE</b> (Log-in for registration & payment: <a href="http://www.myiem.org.my/member/login.aspx">www.myiem.org.my/member/login.aspx</a> )	<b>NORMAL FEE (RM)</b> (By fax & email) Payment by cash, credit card and bank-in
IEM Student Member	125.00	240.00
IEM Graduate Member	250.00	300.00
IEM Corporate Member	400.00	450.00
Non-IEM Member	960.00	1020.00

Register Online at [www.myiem.org.my](http://www.myiem.org.my)

# 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?
- How long will the Engineers and Architects be liable for their design work?
- Can a contractor suspend the work due to non payment?
- 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.




# SPEAKER'S PROFILE

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 and Diploma in International Commercial Arbitration from UK.

Ir. Lai has more than 30 years working experience in the field of construction and property development. He is currently the Partner of a firm acting for parties in Adjudication and Arbitration. He is also the Managing Director of a consulting firm involved in Project and Contract Management and Contractual Claims. Ir. Lai had been invited to deliver papers and as speakers in seminars or forum on matters in relation to contractual dispute in construction projects, adjudication and arbitration. He had also published 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 accreditator of Engineering Accreditation Council Malaysia, he is also actively involved in the accreditation of local engineering programmes. Ir. Lai has also been appointed as the Student Ambassador for the External Law Programme of University of London. He is empaneled as Arbitrator, Mediator and Adjudicator in the panel of Asia International Arbitration Centre, Asian Institute of Alternative Dispute Resolution (Arbitrator & Mediator), The Malaysian Institute of Arbitrators (Arbitrator) and IEM (Arbitrator).



# 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

No cancellation will be accepted prior to the date of the event. However, replacement or substitute may be made at any time with 7 days 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.

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### **REGISTRATION FORM**

**Virtual 2 Day Course on  
Common Problems and Solutions for Construction Contracts  
8 & 9 May 2023 (Monday & Tuesday)  
Closing Date: 30 April 2023**

No	Name(s)	Email	Membership No.	Grade	Fee (RM)
SUB TOTAL					
+ 6% SST					
TOTAL PAYABLE					

#### **PAYMENT DETAILS :**

☐ Cash RM \_\_\_\_\_

☐ Cheque no. \_\_\_\_\_ for the amount of RM \_\_\_\_\_ (non-refundable) .

**FULL PAYMENT must be settled before commencement of the course**, 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. The Registration Fee includes lecture notes, refreshment and lunch.

For **ONLINE REGISTRATIONS**, please note that payment **MUST** be made **BEFORE the closing date**. If payment is not received within the stipulated time, the registration fee will be reverted to the normal registration fee.

Contact Person: \_\_\_\_\_ Designation: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address : \_\_\_\_\_

Telephone No. : \_\_\_\_\_ (O) \_\_\_\_\_ (Fax No.)

\_\_\_\_\_ (H) \_\_\_\_\_ (HP)

Email : \_\_\_\_\_

\_\_\_\_\_  
Signature & Stamp

\_\_\_\_\_  
Date

**Photocopies are acceptable**