



Events & Secretariat
Solutions PLT

101 THINGS YOU PROBABLY NEVER THOUGHT ABOUT – UNTIL IT IS TOO LATE!

**101 PRACTICAL CONSTRUCTION
CONTRACTUAL ISSUES &
SCENARIOS — EXPLAINED**

Practical. Insightful. Immediately Applicable.



SYNOPSIS

A compendium of issues and scenarios that arise from construction contracts, from project inception to disputed final account, broken down into contract formation, nominated subcontracts, variations, extension of time/ liquidated damages, loss & expense and contract termination. Numerous examples based on commonly adopted standard forms of contract explained.

Whether you are a main contractor, subcontractor, employer, consultant, or legal practitioner, this seminar will equip you with the knowledge and confidence to manage contractual risks, respond effectively to challenges, and protect your entitlements. Join us to turn complex contract clauses into practical solutions you can apply in your day-to-day projects.

FLEXIBLE REGISTRATION OPTIONS

DAY 1

20 October 2026
(Tuesday)



DAY 2

21 October 2026
(Wednesday)



FULL MASTERCLASS

20–21 October 2026
(Tuesday–Wednesday)



TIME

9.00 am – 5.30 pm
(Registration at 8.30 am)



VENUE

Le Méridien
Petaling Jaya



HRD CORP
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REGISTERED HRD CORP
TRAINING PROVIDER

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SCAN TO REGISTER



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CONTRACT FORMATION

1. According to my lawyer, there are "rules" when it comes to interpreting a contract, what are these rules?
2. My contract was agreed in writing, but there are certain aspects were agreed verbally. How to deal with this when there is a disagreement on what was agreed?
3. I sent a quotation to the Employer. Employer did not sign my quotation but requested me to commence work. Subsequently Employer provided a contract requesting me to sign before he releases payment but the terms are different from my quote. Can the Employer insist on this?
4. I sent a quotation to the Employer. Employer signed it but made changes to some of the terms and requested me to commence work. When I asked for payment based on my quotation Employer refuses to comply, instead he referred to his changed version. Who is right?
5. There are numerous documents in the contract that seems to suggest different methods of valuation for the same work, but the contract has no order of precedence in the event of discrepancy, how to deal with this?
6. I received a "letter of intent" and was instructed to commence work subject to a "formal contract". Subsequently parties spent the next two years negotiating the contract while the works were performed and not all the terms are agreed. Is there a contract between the parties?
7. There was a series of quotations, revised quotations from contractor, and a series of counter-proposals from the employer against the numerous quotations but the works had nevertheless commenced due to the urgency without a signed quotation. Is there a contract between the parties?
8. The contract says payment terms is 30 days from progress claim. Contractor verbally requested for 15-day payment term. A number of payments were made based on 15-day terms since the verbal request. Subsequently a dispute arose and Employer reverted back to 30-day terms and sought to claim "early payment interest" against the Contractor, however Contractor argues the payment terms had already been altered to 15-day. Who is right?
9. Can a sub-contract incorporate the terms of the main contract by saying that the main contract terms are available at the main contractor's office?
10. A PAM contract tender was called under the "with quantities" form, and all tender clarifications were done on this basis. However, 6 days before contract award, Employer requested the PAM contract form to be changed to the "without quantities" form and requested the Contractor to accept this without a change to the tender terms and conditions. Contractor accepted but qualified his acceptance as "Contractor is entitled to claim". Subsequently a dispute arose on how to value variation works based on the tender clarifications. So which version of the PAM contract ought to apply?
11. When the contractor clearly had made a pricing error during tender, the employer is aware of this error and nevertheless accepted the tender. Is the contractor contractually bound to perform the work even if the pricing error will result in a major loss?
12. A contractor did not wish to price for a particular item in the Bills of Materials, he inserted "-" against the item. Is this item excluded from the contractor's scope?
13. Is a "supplementary agreement" part of the initial contract, or is this a new contract?
14. Must the Employer "take-over" parts of the Works to allow third party access, even when the whole of the Works remain incomplete?
15. How to impose a valid set-off against the Contractor under a PAM contract when the Contractor has failed to perform the work on a timely manner and the Employer had engaged 3rd parties to assist?
16. The Architect of a PAM contract on occasions said to the Contractor his hands are tied because he is an "agent" of the Employer and must do as he is told, but on other occasion said he is an "independent certifier" and he can ignore the Employer's wishes. Does the Architect have "split personality syndrome"?
17. I am a contractor with 3 subsidiary construction companies. Can I subcontract a Three Tower construction project under a PAM contract to my three subsidiaries on a "total-sub" basis?
18. Post completion, the SO refuse to certify the remaining completed works, citing that the "Final Account" is yet to be agreed. Is the SO right?



NOMINATED SUBCONTRACTS

19. Is the Main Contractor liable for design errors made by the NSC?
20. Can the Main Contractor claim EOT when the delay is caused by the NSC?
21. Is there an obligation for the Main Contractor to pay the NSC certified payment, despite not receiving the same from the Employer?
22. Should the Main Contractor grant an EOT to the NSC for what is a relevant event, despite not receiving an EOT from the Architect?
23. Can the NSC seek payment from the Employer directly after the Employer had terminated the Main Contractor, on the basis that the NSC contract with the Main Contractor is on a "back-to-back" payment basis?
24. When the Architect refuse to give consent to terminate a non-performing NSC, what options does the Main Contractor has?
25. Can the Architect nominate and/or renominate an NSC with a contract period that goes beyond the Main contractor's Completion Date?
26. What happens when the Architect recommend an EOT for the NSC that would extend the NSC's Completion Date beyond the Main Contractor's completion obligations?
27. Is the Main Contractor liable for defective works left by a terminated NSC, but the same is not included in the scope of the replacement NSC nominated by the Employer?
28. Is a replacement Main Contractor responsible for NSC defects that had occurred during the time of the previous Main Contractor that was terminated, where the NSC under the replacement Main Contractor is one and the same entity employed when the defects had occurred?
29. Can the Architect issue an instruction to the Main Contractor to complete the balance work of a NSC after the NSC has been terminated?
30. Can the Architect issue an instruction to the Main Contractor to "step-in" and perform part or all of the NSC scope of works?
31. What happens when the renominated NSC's pricing is higher than what is remaining within the Prime Cost Sum allowed in the Contract?
32. I have a JKR design & build contract. The SO issued a number of instructions to instruct me to use specific companies as subcontractors for certain items of work. There is no nominated subcontractor clause in the contract. Is the SO instruction valid?
33. Can the Employer of a PAM contract write directly to the NSCs and tell the NSCs that their services are no longer required?
34. Can the Architect under a PAM contract instruct the Main Contractor to terminate a NSC?



LOSS & EXPENSE

35. I have been granted an EOT, surely I am entitled to claim L&E?
36. My claim for L&E based on a prospective analysis for EOT is rejected, why?
37. In PAM 2006/2018, Clause 24 simply says if contractor regular progress is delayed as a basis to claim L&E, but why the Architect keep insisting to based his valuation on just the EOT he has granted?
38. In JKR contracts, the SO had purposely granted EOT against clauses that are not relevant to an L&E claim, how to overcome this?
39. "Direct" L&E versus "Indirect" L&E, what is the difference?
40. The notice for L&E claim, when should this be issued?
41. The SO is telling me my L&E claim lacks "cause and effect", what does this mean?
42. Can I claim L&E on a "global" basis?
43. The Architect keeps saying I did not perform sufficient "mitigation" to reduce my L&E, how to overcome this?
44. My claim for L&E is rejected because the SO says there is "concurrent delay", what does this mean?
45. How to demonstrate my L&E is "flowing from the breach"?
46. How to compile my costs incurred and apportion these in my L&E claim?
47. Can I claim my L&E using my contract Preliminaries rates? My JKR SO says can?
48. What's the difference between a "delay" L&E claim and a "disruption" L&E claim?
49. How to go about claiming my HQ costs as part of my L&E claim?
50. Are my subcontractor's additional costs claimable in my L&E claim?



TIME
9.00 am – 5.30 pm



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EXTENSION OF TIME (EOT)/ LIQUIDATED DAMAGES (LD)

51. There is no completion date in my contract, but the employer keeps saying I am in delay and want to impose LD, can I apply for an EOT?
52. My works are delayed by lack of sufficient information, but there is no EOT clause in my contract, how to claim for EOT?
53. The Architect said I have not proceeded with the works "diligently", as well as did not use my "best endeavour" to reduce delay, and rejected by EOT application. Can he do that?
54. I have stated in my method statement and during the submission of the baseline programme to say "all planned float is for the purpose of the contractor's contingency", so surely this cannot be used to mitigate delay caused by others and I ought to be granted EOT?
55. All my EOT applications are rejected for "concurrent delay", what does this mean?
56. The Architect did not approval the baseline programme, is it still relevant as a basis for EOT application?
57. My EOT application is rejected for "insufficient particulars", but the SO did not state what is deemed insufficient. How to deal with this?
58. The Architect respond to my EOT application is that it is "premature", what does this mean?
59. Can my EOT application be rejected for "lack of notice"?
60. Can the SO reject my EOT application because I did not present a "delay analysis"?
61. The Architect instructed on a revised programme to show no delay to the Works, despite of Contractor's numerous EOT applications that were either unreasonably rejected or not assessed at all. Is the Architect instruction valid?
62. Prospective versus Retrospective analysis – which one is relevant for EOT application?
63. The contractor keeps arguing that "time is at large", is he right?
64. The Architect granted an "ex-gratia" EOT under a PAM contract, based on an instruction from the Employer. Is this a valid EOT?
65. Contractor made an EOT application on the basis of an obstruction in the lift shaft at Level 5 basement due to third party works. One year later, the Architect responded to say the Contractor could have mitigated the delay by commencing the lift works from Level 4 basement and rejected the EOT application. Is the Architect right?
66. The contractor is in delay but when I imposed LD, the contractor argues that it is excessive and challenge me to prove my loss, do I have to?
67. The contract has no provision for issuing a Certificate of Non-Completion, however when I impose LD for delay after the completion date has lapsed, the contractor challenge that it is wrongful. Is he right?
68. Under a PAM contract, the Main Contractor is imposing LD on all the NSCs by dividing the LD imposed on the Main Contractor equally to all NSCs. Can the Main Contractor do this?
69. Can a LD sum calculated based on a percentage of the Contract Price be "reasonable"?
70. Works are physically complete and occupied by the Employer however Architect refused to issue CPC because Contractor have yet to complete submission of as-built drawings. As a result, Employer imposed LD while enjoying the use of the Works. How to deal with this if you are the Contractor?



CHANGE & VARIATION

71. There is no variation clause in my contract. However, Employer insist that I perform some additional works and said "contract rates apply". Is the Employer right?
72. Is variation limited to changes to the physical Works?
73. Is the identification of a variation the same when the contract form is "with quantities", "without quantities" or "design & build"?
74. When variation work is agreed in a "Variation Order" or "Works Order", is this document a separate contract from the original contract between the parties?
75. When a contract provides a procedure for parties to agree a "Variation Order" for the performance of the additional work, and yet at the same time provide a procedure for valuation of the variation work, which procedure should apply?
76. When does a "variation" becomes a "new contract"?
77. Can the Employer give the variation work to a third party because the Contractor's contract rates for the same work is deemed too high?
78. Can the Employer of a JKR Design & Build contract issue an instruction to omit quantities based on a remeasurement exercise of the Contractor's as-built drawings against the tender drawings and reduce the final Contract Price?
79. Contractor was asked to give a discount in order to secure the contract. However instead of changing all the prices in the Bill of Quantities to reflect the discount, contractor chose a particular item and inserted "nil" against it to reflect the discount. Subsequently there was a major variation against the same item. How should the variation be valued?
80. Can a "lump sum" price against an item in the Bills of Quantities be used to value a variation of similar work?
81. Can a variation instruction be valid when it alters the "intention" of the contract? For example, a instruction to change the works from a condominium to a hospital?
82. Can the Main Contractor continue to insist that the Subcontractor perform additional works under the Subcontract rates as a variation, when the Main Contractor had in effect secured a new contract from the Employer for the same work?
83. Quantity Surveyor insist upon remeasuring the entire works in order to identify additions and omissions on a "lump sum" contract. Is this correct?
84. Is "value engineering" a "variation"?
85. When does additional works becomes a "cardinal change" and therefore no longer a "variation"?



CONTRACT TERMINATION

86. Contractual termination versus termination of a contract at law, is there a difference?
87. What happens when a contract is void from inception, or how a contract becomes voidable?
88. Frustration of a contract versus Force Majeure, is it the same thing?
89. Does novation of a contract involve termination?
90. Repudiatory breach – why my lawyer keeps using this term?
91. Fundamental breach? Breach of a fundamental term? All grounds for termination?
92. Is there a difference between the termination of the contract and determination of the employment of the contractor?
93. PAM 2006/2018 – what are the grounds for determination for Contractor's breach?
94. PAM 2006/2018 – what are the grounds for determination for Employer's breach?
95. PAM 2006/2018 – what happens to the final account post-termination?
96. Termination for convenience versus termination for national interest in government contracts, can the government do this without damages compensation?
97. What are the heads of claim arising from wrongful termination of the contractor?
98. What are the heads of claim arising from lawful termination of the contractor?
99. Loss of profit versus loss of revenue post termination, is there a difference?
100. Can post-termination claims be brought to CIPAA adjudication for a decision?



BONUS QUESTION

101. Attend the seminar to find out!



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9.00 am – 5.30 pm



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Founding Partner,
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