

PAM PRACTICE BUREAU
CATEGORY G: CONTRACT ADMINISTRATION

NO.	DATE	ENQUIRY	RESPONSE FROM TEAM
1.	10 January 2023	<p>1. Piling (Block A,B,C,D,E,F) and part of pile caps (Block C,D,E,F) were completed by Contractor A.</p> <p>2. New contractor took over to complete the balance of the pile cap works (Block A,B)</p> <p>3. Contractor A went for bankruptcy and currently is in liquidation; he did not sign off any G forms (G1, G2, G3) before going for liquidation (the developer is not aware of this)</p> <p>4. New contractor refused to sign the G form as the piling and part of the pile caps are done by Contractor A and not them.</p> <p>5. Submission is in 1 title, including all Blocks (Block A - Block F)</p> <p>6. Queries: a) who shall sign the G1- G3? b) if Contractor A is to sign the forms, as both of developer and liquidator are unable to contact them (contractor A) via phone/ email, what are the alternatives we have to clear these G forms?</p>	<p>We refer to your query as submitted on 10 January 2023 and would reply as follows:</p> <ol style="list-style-type: none"> 1. Who shall sign Forms G1-G3? <ol style="list-style-type: none"> a. Based on the relevant Building By-laws, the forms should be signed by; <ul style="list-style-type: none"> • the Contractor who had carried out the works and accepts responsibility for it; • the Submitting Persons (SP) and Principal Submitting Persons (PSP) who have supervised the works and accept the responsibility for such supervision. b. You may refer to the forms for the requirements and download the guidelines from the Lembaga Arkitek Malaysia's website via the link: lam.gov.my/ccg-guidelines-G1-G21 2. If the original Contractor cannot be reached, what are the alternatives to clear the relevant G forms? <ol style="list-style-type: none"> a. Please note that there are no provisions under the Selangor Building By-laws for alternative signatories for the Contractors, b. We would suggest that you seek the advice of the PSP, SP, and Local Authority with regard to the clearing of the G forms and ask for direction in this case as they are the parties who are empowered to either sign the forms or issue directions to withhold them. c. In the meantime, we would also advise that you continue your efforts in trying to contact the previous Contractor. d. You may also want to consider negotiating with any subsequent contractors on the terms they may require if they accept the works done and agree to assume responsibility for the relevant portions of the work. <p>We hope the above has been of assistance to you.</p>
2.	8 January 2023	<p>To whom it concerns, I would like to enquire about a construction project-related issue under the PAM contract.</p>	<p>Dear Sir, We refer to your enquiry dated 8 January 2023 and write in reply as follows :</p> <p><u>Application of Extension of Time (EOT) – PAM Contract (2006 & 2018):</u></p>

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		<p>Due to the GE15 (2-day holiday) I have received an EOT claim from the contractor, requesting 2 days of EOT. In my opinion, there should be no entitlement, as the contractor could have given a 2-day replacement holiday at a later stage (which has been practised on several other projects).</p> <p>Furthermore, casting the vote is not a full-day affair and the contractor personal could have come back to work after 2 to 3 hours when the voting is completed, rather than taking the whole day off.</p> <p>I seek your opinion and view on this matter, is an EOT genuine or can be rejected?</p>	<ol style="list-style-type: none">1. As you are aware, there is under the PAM Contract, a specific procedure for the application and granting of any Extensions of Time (EoT), i.e.; there is a requirement for a Contractor to give written notice of his intention to apply for EOT followed by the requirement to submit full particulars of his application/claim no later than twenty-eight (28) Days after the ceasing of the cause of delay.2. Only the Architect is empowered to receive such written notice from the Contractor, evaluate the Contractor's application and grant EOT (where required).3. Similarly, the Architect is empowered to consider applications for EOT based only on the "Relevant Events" as listed under Clause 23.8 of the PAM Contract.4. As we are unaware if there are any other related conditions which may have been included in your Contract Documents or the actual wording in your Contractor's application, we would advise that you refer and consult with your Architect (as the party responsible for the evaluation of any applications for EOT).5. Nevertheless, please be advised that governmental action (such as the declaration of Holidays in accordance with Section 8 of the Holidays Act) which is beyond the control of the Contractor, may be deemed as being a Relevant Event, subject to appropriate supporting documentation, (please refer to Clause 23.8(a)). <p>We hope the above has been of assistance to you.</p>