

**STANDARD PROFORMA FOR
CONTRACT
ADMINISTRATION**

for use in conjunction with

The CIDB Standard Form of Contract for Building Works (2022 Edition)

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FORM OF TENDER

To:

(Name &Address of Employer)

Dear Sirs,

TENDER FOR:

(Brief Description of the Works)

I/We the undersigned, hereby tender and offer to design (to the extent required by the Tender Documents), execute and complete the Works including the provision and supply of all labour, Equipment, materials or goods and everything else in conformity with the Tender Documents listed in item 2 below for the lump sum stated in item 3A or 3B (whichever is applicable).

2. The undersigned submits herewith the following documents (collectively referred to as the "Tender Documents") duly filled in and signed (wherever required) and agrees to be bound by the terms and stipulations stated in the Tender Documents:

- (a) The Articles of Agreement;
- (b) The Conditions of Contract ("the Conditions")
- (c) The Addenda Nos (inclusive);
- (d) The Drawings;
- (e) The Specifications;
- (f) The Schedule of Works/ Schedule of Rates/ Bills of Quantities (whichever applicable); and
- (g) Other documents (if any) stated below:
 - (i)
 - (ii)
 - (iii)
 - (iv)

I/We further confirm, after personal scrutiny, that the Tender Documents used in compiling this Tender are in accordance with the Tender Table Documents.

3A*. The total tender amount (inclusive of all Prime Cost and Provisional Sums) and the Time for Completion for this Tender are as follows:

Tender Amount: Ringgit Malaysia:

.....(RM)

Time for Completion: (.....) weeks.

** Delete whichever is not applicable*

3B*. The respective tender amount (inclusive of all Prime Cost and Provisional Sums) and the Time for Completion for each of the Alternative Tender are as follows:

<u>Alternative Tender</u>	<u>Tender Amount (RM)</u>	<u>Time for Completion</u>
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4. I/We agree that if this Tender is accepted but before the execution of the formal Contract, the prices and rates in the Schedule of Works / Schedule of Rates / Bills of Quantities (whichever applicable) shall be rationalised and adjusted by the Superintending Officer as to their reasonableness but the lump sum tendered herein shall remain unaltered. The rates or prices stated in the Schedule of Works / Schedule of Rates / Bills of Quantities (whichever applicable) after rationalisation and adjustment, shall become the Rates for the Works in accordance with the Conditions of Contract.
5. I/We confirm that the tender amounts stated above cover all my/our obligations under the Tender Documents and all matters and things necessary for the proper design (to the extent required by the Tender Documents), execution and completion of the Works and the remedying of Defects.
6. This Tender shall remain valid for (.....)*Days [if none stated, then ninety (90) days] from the last day fixed for the submission of tenders ("Tender Validity Period") and I/we agree that this Tender shall not be withdrawn within the said Tender Validity Period and that no other term, condition, stipulation or qualification shall be imposed by us after the submission of this Tender.
7. I/we enclose the requisite Tender Security Deposit in favour of the Employer for the amount of RM...in the form of banker's draft/banker's guarantee No: issued by(Name of bank).
I/We agree that:
 - (a) if I/we withdraw this Tender before the expiry of the Tender Validity Period or any extended Tender Validity Period; or
 - (b) if I/we impose any additional term, condition, stipulation or qualification to this Tender after the submission of this Tender in violation of the conditions of tender; or
 - (c) if this Tender is accepted, I/we fail to provide the Performance Security Deposit (where Option Module F is applicable);

then, without prejudice to any other rights or remedy the Employer may possess, the Tender Security Deposit shall be forfeited.
8. I/We agree that, in the event of the acceptance of this Tender, I/we will deposit with the Superintending Officer within 14 days of the Letter of Award but before the Date of Commencement, the following:
 - (a) Third Party Liability Insurance pursuant to Clause 36 of the Conditions or the Cover Notes together with the receipt of the premium paid in respect of such insurance;
 - (b) Code Number and Social Security Numbers of all the workmen registered under the Employee's Social Security Scheme ("SOCSO") pursuant to Clause 37.1 of the Conditions;
 - (c) Workmen's Compensation Insurance for all foreign workers under the Workmen's Compensation Act 1952, Workmen's Compensation (Foreign Workers' Compensation Scheme) Order 1998 pursuant to Clause 37.2 of the Conditions or the Cover Notes together with the receipt of the premium paid in respect of such insurance; and
 - (d) Insurance for the Works pursuant to Clause 38A of the Conditions or the Cover Notes together with the receipt of the premium paid in respect of such insurance;
9. I/We further agree that I/we will deposit with the Employer within 14 Days of the Letter of Award the Performance Security Deposit (if Option Module F is applicable).
10. I/We understand and agree that the Employer reserves the right to accept or to reject this Tender, whether it be lower or higher than any other tender or of the same amount and the Employer is not obliged to assign any reason for the rejection of this Tender.

** SO must state the Tender Validity Period*

Drafting Note: Item 7 is applicable only if Tender Security Deposit is a requirement under the Tender

Delete item (d) if Clause 38B or 38C is applicable

Dated this day of .. ,....., 20.....

Name of Tenderer:

CIDB Registration No:

Company Chop

Authorised Signature of Tenderer

Signature of Witness

Name In Full

Name In Full

NRIC/Passport No.

NRIC/Passport No.

Address

Address

LETTER OF AWARD

Ref:.....
Date:

To:

(Name &Address of Contractor)

Dear Sirs,

*Drafting Note:
The Employer or the Superintending Officer may issue the Letter of Award. If the letter is to be issued by the SO, then the SO must obtain the letter of authorisation from the Employer.*

TENDER FOR:

(Brief Description of the Works) _____

You are hereby informed that the Employer,(name of Employer) has decided to award to you the contract for the design (to the extent required by the Contract), execution and completion of the Works mentioned above subject to the following terms and conditions:

I. Contract Sum

The Contract Sum (inclusive of all Prime Cost and Provisional Sums) shall be Ringgit Malaysia:

(RM)

2. Date of Commencement, Time for Completion and Date for Completion

The Date of Commencement, Time for Completion and Date for Completion of the Works or Section of the Works shall be as follows:

Works or Section of the Works	Date of Commencement	Time for Completion	Date of Completion
Whole of the Works			
Section of the Works			

3. Liquidated Damages

You are reminded that pursuant to Clause 26 of the Conditions, if the Works or any Section of the Works have not been completed within the Time for Completion or any extended time granted pursuant to Clause 32.6(b)(ii) and the Superintending Officer has issued a Certificate of Non-Completion in respect thereof, then the Employer shall be entitled to recover from you Liquidated Damages calculated at the rate stated below:

Works or Section of the Works	Liquidated Damages (RM Per Day)
Whole of the Works	
Section of the Works	

4. Contract Documents

This Letter of Award together with the following documents shall be deemed to form and be read and construed as part of the Contract: -

- (a) The Articles of Agreement;
- (b) The Conditions;
- (c) The Addenda Nos;
- (d) The Drawings;
- (e) The Specifications;
- (f) The Schedule of Works/ Schedule of Rates/ Bills of Quantities (whichever applicable); and
- (g) Other documents (if any) stated below:
 - (i)
 - (ii)
 - (iii)
 - (iv)

You will be required to execute in due course a formal Contract. However until the formal Contract is executed, the documents mentioned above together with this Letter of Award shall constitute a binding contract between yourselves and the Employer.

5. Insurance Policies

Within 14 days from the date of this Letter of Award, but in any case before the commencement of any work, you are required to deposit with the Superintending Officer the following:

- (a) Third Party Liability Insurance pursuant to Clause 36 of the Conditions or the Cover Notes together with the receipt of the premium paid in respect of such insurance;
- (b) Code Number and Social Security Numbers of all the workmen registered under the Employee's Social Security Scheme ("SOCSO") pursuant to Clause 37.1 of the Conditions;
- (c) Workmen's Compensation Insurance for all foreign workers under the Workmen's Compensation Act 1952, Workmen's Compensation (Foreign Workers' Compensation Scheme) Order 1998 pursuant to Clause 37.2 of the Conditions or the Cover Notes together with the receipt of the premium paid in respect of such insurance; and

(d) Insurance for the Works pursuant to Clause 38A(if applicable) of the Conditions or the Cover Notes together with the receipt of the premium paid in respect of such insurance.

Delete item (d) if Clause 38A is not applicable

You will be required to submit the original of the Insurance Policies (if not already submitted) to the Superintending Officer as soon as possible after the Date of Commencement of the Works, but in any case before the execution of the formal Contract.

6. Performance Security Deposit

Delete item 6 if Option Module F is not applicable

You shall within 14 Days of this Letter of Award (but in any event before the commencement of the Works) deposit with the Employer the Performance Security Deposit in the amount of RM in the form of:

- (a) cash, or
- (b) banker's draft, or
- (c) bond in the format as shown in the Tender Documents issued by a bank or other financial institution approved by the Employer.

7. Works Programme and Method Statement

Before the Date of Commencement, you are also required to submit to the Superintending Officer the Works Programme and the Method Statement pursuant to Clause 5 of the Conditions.

This letter is sent to you in triplicate. Please return the original and one copy, duly signed and witnessed to this office and retain the other copy.

Yours faithfully,

*Drafting Notes:
The person authorised by the Employer must sign the letter.

The Letter of Award should be copied to the relevant parties involved in the Works*

ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of the above Letter of Award, a copy of which has been retained.

Name of Contractor:

CIDB Registration No:

Company Chop: Date:

Authorised Signature of Contractor

Signature of Witness

Name In Full

Name In Full

NRIC/Passport No.

NRIC/Passport No.

Address

Address

EARLY WARNING NOTICE

[Clause 24.1]

Contract No.:	EARLY WARNING NOTICE	
Contract For:	EWN No.....	
<p>Section A: Enquiry</p> <p>To: Superintending Officer / Contractor</p> <p><u>Details:</u></p> <p>This matter could:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Increase the Contract Sum or the Contractor's total cost <input type="checkbox"/> Delay the Time for Completion <input type="checkbox"/> Delay meeting a key date or milestone in works programme <input type="checkbox"/> Impair the performance of the Contract or the Works <p>Early warning meeting arrange Yes/No</p> <p style="text-align: right;">Date:</p>		
Signed: (Contractor / Superintending Officer)		Date:
Action by:	Date required:	
<p>Section B: Reply</p> <p>To: Contractor / Superintending Officer</p> <p>Signed:.....</p> <p>Contractor / Superintending Officer</p> <p>Date:</p>		
Copies to:		
<input type="checkbox"/> Employer	<input type="checkbox"/> Architect	<input type="checkbox"/> C&S Engineer
<input type="checkbox"/> M & E Engineer	<input type="checkbox"/> Quantity Surveyor	<input type="checkbox"/> Resident Architect/ Engineer

CERTIFICATE OF EXTENSION OF TIME

[Clause 32.6(b)(ii)]

Ref:

Date:

To:

(Name & Address of Contractor)

Dear Sirs,

CONTRACT NO:

CONTRACT FOR:

.....
(Brief Description of the Works)

Section of the Works*:

Certificate of Extension of Time No.....

I hereby certify that the completion of the Works/Section of the Works* as stated above is likely to be / has been• delayed beyond the Time for Completion stated in the Appendix to the Conditions or beyond the extended time previously granted pursuant to Clause 32 of the Conditions due to the following reasons:

Reason

Clause

- 2. In accordance with Clause 32.6(b)(ii) of the Conditions, I hereby notify you the extension of time of (.....)Days for the completion of the Works/Section of the Works* stated above.
- 3. The date for completion of the Works/Section of the Works* stated above which was previously fixed on is now extended to
- 4. This is an interim extension of time for the delaying event(s) stated in item 1 above. Subject to the cessation of the delaying event(s) and the receipt of the final particulars from you pursuant to Clause 32 of the Conditions, I reserve the right to decide on the overall extension of time in regard to the said delaying event(s).

Delete item 4 if the Superintending Officer is not notifying interim extension of time pursuant to Clause 32 of the Conditions.

Yours faithfully,

Signature
Name:.....
Superintending Officer

*Drafting Notes:
The Superintending Officer must sign the Certificate.
The Certificate should be copied to relevant parties to the Contract including Employer and Nominated Sub-Contractors/Nominated Suppliers*

(* Delete if not applicable)

CERTIFICATE OF NON-COMPLETION

[Clause 26.1]

Ref:

Date:

To:

(Name & Address of Contractor)

Dear Sirs,

CONTRACT NO:

CONTRACT FOR:

(Brief Description of the Works)

Section of the Works*:

I hereby certify that you have failed to complete the Works/ Section of the Works* specified above within the Time for Completion stated in the Appendix to the Conditions or within any extended time granted pursuant to Clause 32.6(ii) of the Conditions, i.e. on or before, and in my opinion the Works/ Section of the Works* ought reasonably to have been completed.

2. In accordance with Clause 26.2 of the Conditions, the Employer shall be entitled to recover from you Liquidated Damages calculated at the rate as stated in the Appendix to the Conditions, i.e. RM per for the period during which the Works/ Section of the Works* remain incomplete.

Yours faithfully,

Signature

Name:.....

Superintending Officer

*Drafting Notes:
The Superintending Officer must sign the Certificate.
The Certificate should be copied to relevant parties to the Contract including Employer and Nominated Sub-Contractors/Nominated Suppliers*

(* Delete if not applicable)

CERTIFICATE OF PRACTICAL COMPLETION

[Clause 20.2]

Ref:

Date:

To:

(Name & Address of Contractor)

Dear Sirs,

CONTRACT NO:

CONTRACT FOR:

(Brief Description of the Works)

Section of the Works*:

Subject to the Contractor's liability for Defects under Clause 27 of the Conditions and pursuant to your letter ref..... datedwith your undertaking to complete the outstanding works listed therein, I hereby certify in accordance with Sub-Clause 20.2(b)(i) of the Conditions that the Works/Section of the Works* have satisfactorily passed the Test on Completion prescribed by the Contract and have achieved Practical Completion on

2. The Defects Liability Period in respect of the Works/ Section of the Works shall expire on.....

Yours faithfully,

Signature

Name:.....

Superintending Officer

*Drafting Notes:
The Superintending Officer must sign the Certificate.
The Certificate should be copied to relevant parties to the Contract including Employer and Nominated Sub-Contractors/Nominated Suppliers*

(Delete if not applicable)*

**CERTIFICATE OF PRACTICAL COMPLETION FOR OCCUPIED PART
(WITH CONTRACTOR'S CONSENT)**

[Clause 23.1(b)]

Ref:
Date:

To:

(Name & Address of Contractor)

Dear Sirs,

CONTRACT NO:
CONTRACT FOR:.....

(Brief Description of the Works.)

Occupied Part of the Works:

Pursuant to your letter ref..... dated consenting to the Employer's request to take possession of the Occupied Part of the Works specified above and subject to the Contractor's liability for Defects under Clause 27 of the Conditions, I hereby certify in accordance with Sub-Clause 23.1(b) of the Conditions that the Occupied Part has satisfactorily passed the Test on Completion prescribed by the Contract and has achieved Practical Completion on

2. The Defects Liability Period in respect of the Occupied Part shall expire on

Yours faithfully,

Signature
Name:.....
Superintending Officer

*Drafting Notes:
The Superintending Officer must sign the Certificate.
The Certificate should be copied to relevant parties to the Contract including Employer and Nominated Sub-Contractors/Nominated Suppliers*

**CERTIFICATE OF PRACTICAL COMPLETION FOR OCCUPIED PART
(WITHOUT CONTRACTOR'S CONSENT)**
[Clause 23.3(b)]

Ref:

Date:

To:

(Name & Address of Contractor)

Dear Sirs,

CONTRACT NO:

CONTRACT FOR:

(Brief Description of the Works)

Occupied Part of the Works:

Pursuant to my instruction ref..... datedrequiring you to enable the Employer to take possession of the Occupied Part of the Works specified above, I hereby certify in accordance with Sub-Clause 23.3(b) of the Conditions that the Occupied Part has achieved Practical Completion on

2. The Defects Liability Period in respect of the Occupied Part shall expire on.....

Yours faithfully,

Signature

Name:.....

Superintending Officer

Drafting Notes:

The Superintending Officer must sign the Certificate.

The Certificate should be copied to relevant parties to the Contract including Employer and Nominated Sub-Contractors/Nominated Suppliers

CERTIFICATE OF MAKING GOOD DEFECTS

[Clause 27.6(a)]

Ref:

Date:.....

To:

(Name & Address of Contractor)

Dear Sirs,

CONTRACT NO:

CONTRACT FOR:

(Brief Description of the Works)

Section of the Works*:

In accordance with Clause 27.6 of the Conditions, I hereby certify that the Defects in respect of the Works /Section of the Works* have been made good on

Yours faithfully,

Signature

Name:.....

Superintending Officer

*Drafting Notes:
The Superintending Officer must sign the Certificate.
The Certificate should be copied to relevant parties to the Contract including Employer and Nominated Sub-Contractors/Nominated Suppliers*

(Delete if not applicable)*

INTERIM CERTIFICATE NO:

CONTRACT NO:

CONTRACT FOR:

EMPLOYER:

CONTRACT SUM

Original Contract Sum RM.....

CONTRACTOR:

Net Addition/Omission RM.....

Current Contract Sum RM

Retention Percentage:..... %

Limit of Retention Monies: RM.....

Minimum Amount for issue of Interim Certificate:

First Interim Certificate: RM Subsequent Interim Certificate: RM

VALUATION OF WORK DONE

Up To:(Last Day of relevant interval)

- | | | |
|----|---|----|
| 1. | Value of works (including Variations) properly executed by Contractor | RM |
| 2. | Value of Preliminaries or other items shown and separately priced in the Contract | RM |
| 3. | Value of the Equipment, materials or goods delivered to Site at the percentage stated in the Appendix to the Conditions | RM |
| 4. | Value of other amounts due under the Contract | RM |
| 5. | Value of amounts due under Option Module B (Value of the Equipment, materials or goods stored off Site) | RM |
| 6. | Value of amounts due under Option Module C (Works properly executed by Nominated Sub-Contractors and Nominated Suppliers including the value of Equipment, materials or goods delivered to Site at the percentage stated in the Appendix to the Conditions)- See Attachment A | RM |
-

GROSS VALUE OF WORK DONE (Carried Forward) RM

GROSS VALUE OF WORK DONE (Brought Forward) RM

DEDUCTIONS:

- 1. Retention Monies RM
- 2. Previous amounts certified (Interim Certificate Nos.:..... to.....) RM
- 3. Other deductions allowed under the Contract (to specify) but excluding Liquidated Damages: RM

RM

RM

RM

NET AMOUNT DUE **RM**

I hereby confirm that the above valuation has been made in accordance with the provisions of the Contract.

Signature of Quantity Surveyor

Name:

This verification by the Quantity Surveyor is to be inserted if valuation of Interim Certificate is delegated to the Quantity Surveyor.

CERTIFICATION:

I hereby certify that the amount of Ringgit Malaysia
.....(RM.....)
is due to the Contractor in accordance with Clause 42 of the Conditions under this Interim Certificate.

Payment under this certificate is due on

Signature of Superintending Officer

Name:.....

Date:

The Superintending Officer must sign this Certificate. This Certificate should be issued to the Employer and copied to the Contractor. If this Certificate includes payment to NSC or NS, then the SO must issue a separate certificate stating the amount due to each NSC or NS

ATTACHMENT (A) TO INTERIM CERTIFICATE NO:

Nominated Sub-Contractor or Nominated Supplier	Sub-Contract Sum (RM)	Gross amount valued (RM)	Retention Monies (RM)	Gross Amount less Retention Monies (RM)	Amounts previously certified (RM)	Net Amount included in this Certificate (RM)

CERTIFICATE OF DETERMINATION COST

CONTRACT NO:.....

CONTRACT FOR:.....

.....

I. COMPLETION COST

- (a) Total sums previously paid to the Contractor RM
- (b) Total sums paid or payable to other contractors to complete the Works (Attach details) RM
- (c) Total sums paid or payable to sub-contractors and/or suppliers under sub clause 44.3(d)-(Attach details) RM
- (d) Other direct costs or expenditure incurred or to be incurred by the Employer in completing the Works (Attach details) RM
- (e) Amount of direct loss and/or damage caused to the Employer (Attach details) RM

TOTAL COMPLETION COST

RM

II. FINAL CONTRACT SUM

- (a) Original Contract Sum RM
 - (b) **Add(+) or Deduct(-):** RM
- Net Addition or Omission to the Contract due to Variations (Attach details)

- (c) **Deduct(-):** RM

- (i) Other deductions allowed under the Contract (Attach details) RM

- (ii) Liquidated Damages (from RM

..... toat RM per day)

FINAL CONTRACT SUM

RM

III. DIFFERENCE BETWEEN COMPLETION COST AND FINAL CONTRACT SUM

- (a) Total Completion Cost (from I) RM
 - (b) Final Contract Sum (from II) RM
- Difference (Carried Forward) RM**

Difference (Brought Forward)

RM

Deduct:

- (c) Amount recovered from Performance Security-Deposit (if Option Module F is applicable)

RM

**NET AMOUNT DUE FROM CONTRACTOR TO
EMPLOYER/ FROM EMPLOYER TO CONTRACTOR***

RM

(* Delete whichever is not applicable)

I hereby confirm that the above valuation has been made in accordance with the provisions of the Contract.

Signature of Quantity Surveyor

Name:.....

CERTIFICATION:

I hereby certify that the amount stated above is due from the Contractor to the Employer / from the Employer to the Contractor in accordance with Clause 44 of the Conditions.

Signature of Superintending Officer

Name:

Date:.....

This verification by the Quantity Surveyor is to be inserted if the valuation of this Certificate is delegated to the Quantity Surveyor.

The Superintending Officer must sign this Certificate. This Certificate should be issued to the Employer and copied to the Contractor.

FINAL CERTIFICATE

CONTRACT NO:.....

CONTRACT FOR:

EMPLOYER:	CONTRACT SUM	
	Original Contract Sum	RM.....
CONTRACTOR:.....	Net Addition/Omission	RM.....
	Final Contract Sum	RM.....

VALUATION OF WORK DONE

Final Contract Sum (as per Final Account attached) RM

DEDUCTIONS:

- 1. Previous amounts certified (Interim Certificate Nos.:.... to) RM
- 2. Other deductions allowed under the Contract (to specify) RM
excluding Liquidated Damages:

RM,.....

RM

RM.....

FINAL AMOUNT DUE RM

I hereby confirm that the above valuation has been made in accordance with the provisions of the Contract.

Signature of Quantity Surveyor

Name:

This verification by the Quantity Surveyor is to be inserted if valuation of Final Certificate is delegated to the Quantity Surveyor.

CERTIFICATION:

I hereby certify that the final amount stated above is due to the Contractor in accordance with Clause 42 of the Conditions.

Payment under this certificate is due on

Signature of Superintending Officer

Name:.....

The Superintending Officer must sign this Certificate. This Certificate should be issued to the Employer and copied to the Contractor. This Certificate includes payment to NSC or NS, then the SO must issue a separate certificate stating the amount due to each NSC or NS

Date:,..... CIDB

**CERTIFICATE OF PAYMENT TO NOMINATED SUB-CONTRACTOR
OR NOMINATED SUPPLIER**

Ref:.....

Date:

To:

(Name & Address of Nominated Sub-Contractor/Nominated Supplier)

Dear Sirs,

CONTRACT NO:

CONTRACT FOR:.....

(Brief Description of the Works)

SUB-CONTRACT FOR:

(Brief description of Sub-Contract Works/Supplies)

Interim Certificate No......

I am pleased to inform that the following valuations in respect of the Sub-Contract mentioned above have been included in the above Interim Certificate:

VALUATION OF SUB-CONTRACT WORKS DONE

- 1. Value of Sub-Contract Works (including Variations) properly executed RM
- 2. Value of Preliminaries or other items shown or priced separately in the Sub-Contract RM
- 3. Value of the Equipment, materials or goods delivered to Site at the percentage stated in the Appendix RM
- 4. Other sums due to Nominated Sub-Contractor under the Sub-Contract (if any) RM
- 5. Value of amounts due under Option Module (to attach details) RM

Gross Amount Valued RM

Deduct(-):

- (i) Retention Monies RM
- (ii) Amounts previously certified
- (iii) Other deductions allowed under the Sub-Contract (to specify)

NET AMOUNT CERTIFIED RM _____

2. When making your next application for payment, please advise us whether or not you have received the appropriate payment from the Contractor for previous certificates.

Yours faithfully,

.....
Signature
Name:
Superintending Officer

*Drafting Notes:
The Superintending Officer must sign the Certificate.
The Certificate should be copied to relevant parties to the Contract including Employer and the Contractor*

LETTER OF DELEGATION

(To Superintending Officer's Representative for Architectural /Engineering/Quantity Surveying Services)

Ref:
Date:

To:

(Name & Address of SO's Representative)

Dear Sirs,

CONTRACT NO:
CONTRACT FOR:

(Brief Description of the Works)

In accordance with Clause 2.3 of the Conditions, I as the Superintending Officer for the above- mentioned Contract hereby delegate to you the duties and powers in respect of the provision of *architectural/civil & structural engineering/ mechanical & electrical engineering/ quantity surveying** services for the Works under the following clauses of the Conditions:

Clause **Duties and Powers**

This delegation of duties and powers will remain valid until revoked in writing by me.

Yours faithfully,

Signature
Name:
Superintending Officer

*Drafting Notes:
The Superintending Officer must sign the Letter.
The Letter must be copied to relevant parties to the Contract including Employer, Contractor and Nominated Sub-Contractors/Nominated Suppliers*

(* Delete if not applicable)

SUPERINTENDING OFFICER'S INSTRUCTION	Reference No.	Date of Issue
To: <i>(Name and Address of the Contractor)</i>		
CONTRACT NO:..... CONTRACT FOR: <i>(Description of the Works)</i>		
I hereby issue the following instruction(s) in accordance with the Conditions for your action. Please return a copy of this Instruction duly signed.		
Clause	Description of Instruction(s)	
<p>*Tick the applicable:-</p> <p><input type="checkbox"/> SO Notification of Compensation Events (Clause 32.1) This instruction is a Compensation Event. Please submit Quotation of Time and/or Cost Effect in accordance to Clause 32.2(b)</p> <p><input type="checkbox"/> This instruction is <u>NOT</u> a Compensation Event.</p> <p><input type="checkbox"/> No cost instruction</p>		<p><i>Drafting Note:</i> The Superintending Officer to determine if the SO's Instruction <u>is OR is not a Compensation Event.</u></p> <p><i>If <u>it is</u> a Compensation Event, SO Notification under Clause 32.1 must be provided by ticking the same.</i></p>
Superintending Officer's Signature: Name: Date:		
Copies to: <input type="checkbox"/> Employer <input type="checkbox"/> M & E Engineer	<input type="checkbox"/> Architect <input type="checkbox"/> Quantity Surveyor	<input type="checkbox"/> C&S Engineer <input type="checkbox"/> Resident Architect/ Engineer

Drafting Note:
 The Superintending Officer Instruction to be sent and acknowledge receipt by the Contractor.

Contract No: Contract For:		Compensation Event Quotation CE No.....
To: Superintending Officer		
Compensation Event <ul style="list-style-type: none">• [Description of Compensation Event]• [Evidence of Compensation Event, Correspondences if any]		
Summary of Quotation:		
Change to Contract Sum: <ul style="list-style-type: none">• [Breakdown of Costs]• [Total Additional Costs Due to Compensation Event]• [Supporting Documents]		
Change to Date and/or Time for Completion: <ul style="list-style-type: none">• [Original Completion Date]• [Proposed New Completion Date]• [Total Extension of Time Requested]• [Supporting Documents]		
Signed: (Contractor)		Date:
Superintending Officer's reply: () An Instruction to submit a revised quotation () Acceptance of the quotation () A notification that a proposed instruction will not be given () A notification that the Superintending Officer will be making his own assessment		
Signed: (Superintending Officer)		Date:
Copies to:		
() Employer	() Architect	() C&S Engineer
() M & E Engineer	() Quantity Surveyor	() Resident Architect/ Engineer

NOTICE OF DEFAULT

(For Purpose of Employer's Demand on Performance Security Deposit)

Ref:
Date:

To:

(Name &Address of Employer)

Dear Sirs,

CONTRACT NO:

CONTRACT FOR:

(Brief Description of the Works)

I hereby notify that the Contractor has failed to execute the Works and/or has committed a breach of his obligations under the Contract in the following manner:

- 2. For the purpose of this notice, the estimated cost, damage, loss or injury due or payable to the Employer by the Contractor arising from such default or breach by the Contractor is RM.....
- 3. With this notice you are entitled to utilise such amount from the Performance Security Deposit in accordance with the Contract.

Yours faithfully,

Signature
Name:
Superintending Officer

*Drafting Notes:
The Superintending Officer must sign the Notice.
The Notice should be copied to the Contractor*

NOTICE OF DEFAULT

(For Purpose of Employer's Determination of Contractor's Employment Under Clause 44)

Ref:

Date:

To:

(Name & Address of Contractor)

Dear Sirs,

CONTRACT NO:

CONTRACT FOR:.....

(Brief Description of the Works)

I hereby notify that you have defaulted in your obligations under the Contract in the following manner:

Clause

Specified Contractor's Default

(hereinafter referred to as the "Specified Contractor's Default")

2. Take notice that if you continue with the Specified Contractor's Default for 14 Days from the date of receipt of this Notice, the Employer, without prejudice to any other rights or remedies which he may possess, may within 10 Days from the expiry of the said 14 Day period by further notice determine your employment as the Contractor under the Contract.

Yours faithfully,

Signature

Name:

Superintending Office

<p><i>Drafting Notes:</i> <i>The Superintending Officer must sign the Notice.</i> <i>The Notice should be sent to the Contractor in accordance with Clause 44.5 and copied to the Employer</i></p>
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