

**KUALA LUMPUR REGIONAL CENTRE FOR ARBITRATION  
ADJUDICATION RULES & PROCEDURE  
(Revised as at 14<sup>th</sup> March 2016)**

Pursuant to Sections 32 and 33 of the Construction Industry Payment and Adjudication Act 2012 (Act 746) (hereinafter referred to as “the Act”), the Kuala Lumpur Regional Centre for Arbitration (“KLRCA”) makes these Kuala Lumpur Regional Centre for Arbitration Adjudication Rules. The Rules are set out in Part A.

Pursuant to section 32(d) and section 33 of the Act and in accordance with the policy directions obtained from the Minister charged with the responsibility for the legal affairs, the KLRCA makes the following procedure for an application for exemption made to the Director of the KLRCA for a recommendation under section 40 of the Act. The Procedure is set out in Part B.

The Rules & Procedure meet the requirements of adjudication procedure as set out in the Act and are collectively called the “Kuala Lumpur Regional Centre for Arbitration Adjudication Rules & Procedure.”

**PART A**

**RULES**

**RULE 1: GENERAL**

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- 1 All adjudication commenced under the Act shall be conducted and administered by the KLRCA in accordance with the Act, Construction Industry Payment and Adjudication Regulations 2014 (hereinafter referred to as “the Regulations”) and the Rules & Procedure.
- 2 The Rules & Procedure applicable to the adjudication shall be those in force at the time of commencement of the adjudication unless the parties have agreed otherwise.

**RULE 2: REGISTRATION OF ADJUDICATION**

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- 1 The Claimant shall upon serving a notice of adjudication on the Respondent pursuant to Section 8(1) of the Act register the adjudication matter at the KLRCA by serving a notice on the Director of KLRCA containing the following particulars and enclosing a copy of the Payment Claim and Payment Response (if any) and the Notice of Adjudication:

- (a) the names and service addresses of the claimant and the respondent;
  - (b) the date of service of the Notice of Adjudication;
  - (c) the date of service of the Payment Claim;
  - (d) the date of service of the Payment Response (if any);
  - (e) the particulars of the relevant contract, comprising –
    - (i) the project title or reference, or a brief description of the project;
    - (ii) the contract number or a brief description of the contract;
    - (iii) the date the contract was made;
  - (f) the claimed amount;
  - (g) the response amount (if any);
  - (h) a brief description of the dispute;
  - (i) the remedy sought.
- 2 The notice in sub-Rule 2(1) must be accompanied with a non-refundable registration fee payable to the KLRCA in the amount of that prescribed in Schedule III herein.

### **RULE 3: APPOINTMENT OF ADJUDICATOR**

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- 1 Where the parties have agreed upon the identity of an adjudicator who confirms his readiness and willingness to embark upon the adjudication and has either:
- (a) reached an agreement with the parties on the terms of his appointment including fees chargeable, or
  - (b) failing which, agreed to the KLRCA's standard terms of appointment in Schedule II hereto, and the default fees for adjudicator provided under the Regulations,
- then that person shall be the Adjudicator.
- 2 Where the parties have not so agreed upon an adjudicator within ten (10) working days from the service of notice of adjudication by the claimant, or where such person has not so confirmed his willingness to act within ten (10) working days from the date he was notified of his appointment, then any party or both parties jointly may apply to the Director of the KLCRA for appointment of an adjudicator upon expiry of ten (10) working days from the service of notice of adjudication. The following procedure shall apply: -
- (a) For the purposes of section 21(b) and section 23 of the Act, the request made to the Director of KLRCA shall be in writing and accompanied with such administrative fees as prescribed in Schedule III herein.

- (b) The request to appoint an adjudicator shall be preceded by a notice to the Director of KLRCA to register the adjudication as in sub-Rule 2(1).
- (c) The request to appoint an adjudicator shall be made in writing to the Director of the KLRCA by hand, post or courier at its business address.
- (d) The request shall be lodged with KLRCA at any time from 8.30am to 4.00pm from Monday to Friday (except public holidays) and 9.00am to 12.00 noon on the eves of public holidays. Any documents lodged to KLRCA after the operation hours shall be considered to have been lodged the next working day.
- (e) Upon receiving the receipt of request of either party, the Director of KLRCA shall appoint an adjudicator within five (5) working days and notify the parties and the adjudicator in writing.
- (f) Any adjudicator appointed under Section 21(a) or Section 21(b) of the Act shall at the time of the acceptance of appointment submit to the KLRCA a copy of the declaration in writing made pursuant to Section 24 of the Act.
- (g) The adjudicator shall abide by the Adjudicator Code of Conduct in Schedule IV.

#### **RULE 4: NOTIFICATION OF ADJUDICATION CLAIM**

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- 1 The claimant shall within seven (7) working days after serving a written adjudication claim pursuant to Section 9(1) of the Act deliver a copy of the adjudication claim to the KLRCA. Unless otherwise directed by the Director of the KLRCA, the claimant is not required to deliver the supporting documents to the KLRCA.

#### **RULE 5: NOTIFICATION OF ADJUDICATION RESPONSE**

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- 1 The respondent shall within seven (7) working days after serving a written adjudication response pursuant to Section 10(1) of the Act, or Paragraph 2(3)(c) of the Construction Industry Payment and Adjudication (Exemption) Order 2014, as the case may be, deliver a copy of the adjudication response to the KLRCA. Unless otherwise directed by the Director of the KLRCA, the respondent is not required to deliver the supporting documents to the KLRCA.

#### **RULE 6: NOTIFICATION OF ADJUDICATION REPLY, IF ANY**

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- 1 The claimant shall within seven (7) working days after serving a written reply to the adjudication response pursuant to Section 11(1) of the Act, or Paragraph 2(3)(d) of the Construction Industry Payment and Adjudication (Exemption) Order 2014, as the case may be, deliver a copy of the adjudication reply to the KLRCA. Unless otherwise directed by the Director of the KLRCA, the claimant is not required to deliver the supporting documents to the KLRCA.

#### **RULE 7: THE PURPOSE OF THE ADJUDICATION AND THE ROLE OF THE ADJUDICATOR**

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- 1 The underlying purpose of the adjudication is to decide dispute between the Parties that are within the scope of the adjudication as rapidly and economically as is reasonably possible.
- 2 The adjudicator shall act fairly and impartially.
- 3 Unless the parties agree that any decisions of the adjudicator shall be final and binding, any decision of the adjudicator shall be binding until the decision is set aside by the High Court, or the dispute is finally determined by court, by arbitration or by written agreement between the parties.

#### **RULE 8: CONDUCT OF THE ADJUDICATION**

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- 1 The adjudicator shall conduct the adjudication in the manner as the adjudicator considers appropriate within the powers provided under section 25 of the Act.
- 2 The adjudicator shall exercise such powers with a view of fairness and impartiality, giving each party a reasonable opportunity, in light of the timetable, of putting his case and dealing with that of his opponents.
- 3 The adjudicator may not:
  - (a) receive any submissions from one party that are not also made available to the others;
  - (b) except in the event of misconduct by that representative, refuse any party the right at any hearing or meeting to be represented by any representative of that party's choosing who is present;
  - (c) act or continue to act if he has a conflict of interest.

## **RULE 9: FEES AND EXPENSES**

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- 1 The adjudicator, whether appointed under Section 19(1) or 19(2) of the Act, shall within seven (7) days upon his acceptance of his appointment send a copy of his terms of appointment and fees to be paid to the adjudicator to the Director of the KLRCA.
- 2 Pursuant to subregulations 8(1)(b) and 8(1)(c) of the Regulations, the adjudicator shall not later than fourteen (14) days after his acceptance of the appointment issue a direction ordering the parties to deposit with the KLRCA the following fees and expenses in advance as security:
  - (a) the full adjudicator's fees and expenses as estimated by the adjudicator, and any taxes as may be imposed by the Government; and
  - (b) all administrative fee payable to the KLRCA as provided in Schedule III of the KLRCA Adjudication Rules
- 3 The adjudicator shall upon issuing a direction under sub-rule 9(2) above furnish a copy of his direction to the Director of the KLRCA indicating the full payment of fees and expenses payable by the parties to be deposited with the Director of the KLRCA and the date by which such fees and expenses are to be paid.
- 4 If any parties fails to make payment within the time ordered by the adjudicator, the adjudicator shall within seven (7) days thereafter issue such direction as he thinks fit including inviting another party or parties to make such payment and notify the Director of the KLRCA accordingly.
- 5 In the event full payment of the fees and expenses, including the KLRCA's administrative fee and any taxes as may be imposed by the Government, are not deposited with the Director of the KLRCA under Section 19(5) of the Act, the adjudicator shall not release the adjudication decision to the parties.
- 5A. In the event that the Claimant withdraws its adjudication claim before the delivery of the adjudication decision by the adjudicator pursuant to Section 17(1) of the Act, the adjudicator may, after consultation with the Director of the KLRCA, order the Claimant to pay reasonable costs arising out of the withdrawal of the adjudication proceedings. In determining the quantum of costs payable by the Claimant, the adjudicator shall have regard to all

relevant circumstances including the terms of the appointment of the adjudicator, the stage of the proceedings at the time of the withdrawal, the administrative fee payable to the KLRCA, and the reasonable costs incurred by the Respondent.

6 The adjudicator shall from time to time, as requested by the Director of the KLRCA, furnish other documents and information as may be required by the Director of the KLRCA to indicate the fees and expenses payable, including the KLRCA's administrative fee, and the timeline of such payment.

7 Subject to Rule 9(8), any fees and expenses due to the adjudicator as deposited with the Director of the KLRCA shall –

(a) be paid to the adjudicator:

(i) upon the Director of the KLRCA having received a copy of the notice of withdrawal of the adjudication claim served under Section 17(1) of the Act and the adjudicator's order for the costs payable pursuant to sub-rule 9(5A) above; or

(ii) upon the Director of the KLRCA having received a copy of the adjudication decision within the time specified under Section 12(2) of the Act and a written confirmation from the adjudicator that the requirements under Section 12(2) of the Act have been complied with;

and

(a) be refunded to the parties in the share contributed by the parties in the event the adjudicator fails to decide the dispute within the time specified under Section 12(2) of the Act.

8 The KLRCA is entitled to retain from any fees and expenses deposited with the KLRCA its administrative fee as stipulated in Schedule III herein.

9 The KLRCA shall account for all payments towards fees and expenses deposited under Section 19(4) and 19(5) of the Act and any interest earned thereon shall be retained by the KLRCA.

10 If a party shall request adjudication, and it is subsequently established that he was not entitled to do so, that party shall be solely responsible for the adjudicator's fees and expenses and all administrative fees as may be chargeable by the KLRCA.

- 11 The adjudicator shall be entitled to his fees and expenses notwithstanding that his adjudication decision is subsequently set aside by the Court provided that he has acted in good faith in the performance of his duties under the Act.

#### **RULE 10: ADJUDICATION DECISION**

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- 1 The adjudicator shall decide the dispute and deliver the adjudication decision within –
  - (a) forty-five (45) working days from the service of the adjudication response or reply to the adjudication response, whichever is later;
  - (b) forty-five (45) working days from the expiry of the period prescribed for the service of the adjudication response if no adjudication response is received; or
  - (c) such further time as agreed to by the parties.
- 2 Any decision shall be in writing. The adjudicator shall provide written reasons for his decision unless the requirement for reasons is dispensed with by the parties.
- 3 The adjudicator may, on his own initiative or on the application of a party, correct his decision so as to remove any computational or typographical mistake and/or error.
- 4 Any correction of a decision shall be made as soon as practicable after the date that the application was received by the adjudicator or, where the correction is made by the adjudicator on his own initiative as soon as possible after he becomes aware of the need to make a correction.

#### **RULE 11: CONFIDENTIALITY**

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- 1 All persons involved in the adjudication shall keep all matters and/or documents related to the adjudication confidential in accordance with the Act and the Regulations.

## **PART B**

### **PROCEDURE**

- 1 An application for exemption under section 40 of the Act shall be made in writing to the Director of KLRCA.
- 2 The application for exemption must –
  - (a) be accompanied by a non-refundable application fee in the amount of RM40,000.00;
  - (b) contain the name and address of the applicant;
  - (c) identify the person or class of persons, or contract, matter, transaction or any class thereof, and the provisions of the Act from which the applicant seeks to be exempted; and
  - (d) contain a statement of the grounds and furnish any relevant documents (if any), in support of the application.
- 2 Upon receiving an application for exemption, the Director of KLRCA may –
  - (a) decline the application if it fails to comply with paragraph 2 above; or
  - (b) request any further information from the applicant that he or she may require for his or her review; or
  - (c) review the application.
- 4 The Director of KLRCA may consult with any relevant party for the purpose of reviewing an application for exemption upon receipt of the application or of the further information referred to in paragraph 3(b) above.
- 5 The Director of KLRCA will thereafter make a recommendation to the Minister pursuant to section 40 of the Act, to -
  - (a) accept the application, with or without conditions; or
  - (b) decline the application, wholly or partly.

## SCHEDULE 1

### FORMS<sup>1</sup>

#### FORM 1 Payment Claim

(Construction Industry Payment & Adjudication Act 2012, section 5)

Payment Claim Reference:	Date:
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**Note: This is a payment claim made under the Construction Industry Payment & Adjudication Act 2012<sup>2</sup>**

From the Unpaid Party: Name: Address:	To the Non-Paying Party: Name: Address:
	<i>(Mode of service<sup>3</sup>)</i>

Claimed Amount <sup>4</sup> :	Basis of Claim / Reference period of this Claim <sup>5</sup> :	Due date for payment <sup>6</sup> :	Relevant contract provision / Default Provision of the CIPA Act 2012 <sup>7</sup>
<i>(Amount)</i>	<i>(e.g. Interim/Final Payment Certificate/ Claim Submission/ Joint Valuation conducted on (date), etc.)</i>	<i>(Date)</i>	<i>(Provision of Contract)</i>

Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:
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#### **\*\*PARTICULARS OF CLAIM<sup>8</sup>:**

<sup>1</sup> ©Professor Datuk Sundra Rajoo, Lam Wai Loon, Ivan Loo Y.F. Reproduced with permission of the copyright holders. These Forms contained in Schedule 1 are suggested forms only, intended merely to highlight the matters and procedures which the relevant parties may have to consider when taking the steps in question.

<sup>2</sup> Section 5(2)(d) of the CIPA Act 2012.

<sup>3</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

<sup>4</sup> Section 5(2)(a) of the CIPA Act 2012.

<sup>5</sup> Section 5(2)(b) of the CIPA Act 2012.

<sup>6</sup> Section 5(2)(a) of the CIPA Act 2012.

<sup>7</sup> Section 5(2)(b) of the CIPA Act 2012. Refer to sections 36(3) and 36(4) of the CIPA Act 2012 for default provisions, if relevant.

<sup>8</sup> Section 5(2)(c) of the CIPA Act 2012.

Description of Work/ Services	Amount	Supporting Documents <sup>9</sup>
(1) Total Contract Sum: (a) Original Contract Sum (b) Total Variation as of (Date) (if applicable) <b>TOTAL</b>	(A) (B) <b>(A + B)</b>	<b>Schedule 1</b> <b>Schedule 2</b>
(2) Total Value of Works Certified/ Claimed/ as per Joint Valuation No: [ ] as of (Date), etc. (a) Total original contract work certified/ claimed/ valued as of (Date), etc. (b) Total variation work certified/ claimed/ valued as of (Date), etc. (c) Total unfixed goods and materials on site (if applicable)  #(set out any other applicable items)  <b>TOTAL</b>  <b>LESS:</b>  (3) Retention Monies [ ]% as per Clause [ ] of the Conditions of Contract (if applicable) (4) Total amount previously paid/claimed/certified (*depending on how the payment claim is made)  #(set out any other applicable items)  <b>TOTAL DEDUCTION</b>	(C) (D) (E)  <b>(F) = (C + D + E)</b>  (G) (H)  <b>(I) = (G + H)</b>	<b>Schedule 3</b>  <b>Schedule 4</b>  <b>Schedule 5</b>    <b>Schedule 6</b>  <b>Schedule 7</b>
<b>AMOUNT CLAIMED</b>	<b>(J) = (F - I)</b>	

**\*\*ATTACHMENTS:**

Schedule 1: Relevant Extracts from the Contract showing the agreed Original Contract Sum. If the valuation is based on any of the default provisions in sub-sections in 36(1) or 36(2) of the CIPA Act 2012, a Table showing the computation of the value and the relevant documents supporting the basis of the valuation.

Schedule 2: Relevant Instructions (eg. Architect's Instructions/ S.O.'s Instructions/ Engineer's Instructions) and a Table showing the breakdown and description of each variation work ordered and the computation of the total value of these variation works. If the valuation is based on any of the default provisions in sub-sections in 36(1) or 36(2) of the CIPA Act 2012, a Table showing the computation of the value and the relevant documents supporting the basis of the valuation.

Schedule 3: Relevant Payment Certificates/ Claim Submissions/ Records of Joint Valuation Conducted / etc., and a Table showing the breakdown and description of the works done, the percentage of the works done as certified / claimed/ valued, and the total value completed as at the relevant date. If the valuation is based on any of the default provisions in sub-sections in 36(1) or 36(2) of the CIPA Act 2012, a Table showing the computation of the value and the relevant documents supporting the basis of the valuation.

Schedule 4: Relevant Payment Certificates/ Claim Submissions/ Records of Joint Valuation Conducted / etc, and a Table showing the breakdown and

<sup>9</sup> Section 5 of the CIPA Act 2012 does not envisage supporting documents to be provided in the Payment Claim. However, it may be good practice to do so.

description of the variation works done, the percentage of these variation works done as certified / claimed/ valued, and the total value completed as at the relevant date. If the valuation is based on any of the default provisions in sub-sections in 36(1) or 36(2) of the CIPA Act 2012, a Table showing the computation of the value and the relevant documents supporting the basis of the valuation.

- Schedule 5: Relevant extracts from the Contract showing the entitlement for payment for unfixed goods and materials delivered to site, the necessary documents to show the goods and materials delivered to the site, and a Table showing the breakdown and description of the unfixed goods and materials delivered to site, and the computation of the value of these goods and materials.
- Schedule 6: Relevant extracts from the Contract relating to the withholding of Retention Monies, and a Table showing the computation of the value of the Retention Monies entitled to be withheld as at the relevant date.
- Schedule 7: Relevant documents showing the amount previously paid/claimed/certified.

**FORM 2**  
**Payment Response**  
**(Construction Industry Payment & Adjudication Act 2012, section 6)**

Payment Response Reference:	Date:
From the Non-Paying Party: Name: Address:	To the Unpaid Party: Name: Address:
	<i>(Mode of service<sup>10</sup>)</i>

In response to Payment Claim Reference:	Date of Receipt:	Amount Claimed:	Amount Admitted:	Amount Disputed:
<i>(Identify the Payment Claim)</i>	<i>(Date)</i>	<i>(Amount)</i>	<i>(Amount: State 'Nil' where no amount is admitted)</i>	<i>(Amount: State 'Nil' where no amount is disputed)</i>

Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:
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**\*\*PAYMENT RESPONSE PARTICULARS:**

Description of Work/ Services	Amount Claimed	Response	Reasons for difference/dispute	Supporting Documents <sup>11</sup>
(1) Total Contract Sum: (a) Original Contract Sum (b) Total Variation as of <i>(Date)</i> <i>(if applicable)</i> <b>TOTAL</b>	(as in Payment Claim)	(A) (B) <b>(A + B)</b>		<b>Schedule 1*</b> <b>Schedule 2*</b>
(2) Total Value of Works Certified/ Claimed/ as per Joint Valuation No: [ ] as of <i>(Date)</i> , etc. (a) Total original contract work certified/ claimed/ valued as of <i>(Date)</i> , etc. (b) Total variation work certified/ claimed/ valued as of <i>(Date)</i> , etc. (c) Total unfixd goods and materials on site <i>(if applicable)</i>  <i> #(set out any other applicable items)</i>	(as in Payment Claim)	(C) (D) (E)  <b>(F)=(C + D + E)</b>		<b>Schedule 3*</b> <b>Schedule 4*</b> <b>Schedule 5*</b>

<sup>10</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

<sup>11</sup> Section 6 of the CIPA Act 2012 does not envisage supporting documents to be provided in the Payment Response. However, it may be good practice to do so.

<b>TOTAL</b>		(G)		<b>Schedule 6*</b>
<b>LESS:</b>				<b>Schedule 7*</b>
(3) Retention Monies [ ]% as per Clause [ ] of the Conditions of Contract ( <i>if applicable</i> )		(H)		
(4) Total amount previously paid/claimed/certified		(I)		<b>Schedule 8</b>
(5) Defective / Rectification Works		(J)		<b>Schedule 9</b>
(6) Liquidated and Ascertained Damages (from [date] to [date])				
<b>TOTAL</b>		<b>(K)=(G + H + I + J)</b>		
<i> #(set out any other applicable items)</i>				
<b>TOTAL AMOUNT ADMITTED</b>			(Amount: State 'Nil' where no amount is admitted)	<b>Schedule 10</b>
<b>TOTAL AMOUNT DISPUTED</b>			(Amount: State 'Nil' where no amount is disputed)	
<b>TOTAL CROSS-CLAIM AMOUNT (if any)</b>			<b>(L) = (K) – (F)</b>	

**\* If the Response Amount differs from the Claimed Amount.**

**\*\*ATTACHMENTS:**

Schedule 1: Relevant Extracts from the Contract showing the agreed Original Contract Sum. If the valuation is based on any of the default provisions in sub-sections in 36(1) or 36(2) of the CIPA Act 2012, a Table showing the computation of the value and the relevant documents supporting the basis of the valuation.

Schedule 2: Relevant Instructions (eg. Architect's Instructions/ S.O.'s Instructions/ Engineer's Instructions) and a Table showing the breakdown and description of each variation work ordered and the computation of the total value of these variation works. If the valuation is based on any of the default provisions in sub-sections in 36(1) or 36(2) of the CIPA Act 2012, a Table showing the computation of the value and the relevant documents supporting the basis of the valuation.

Schedule 3: Relevant Payment Certificates/ Claim Submissions/ Records of Joint Valuation Conducted / etc, and a Table showing the breakdown and description of the works done, the percentage of the works done as certified / claimed/ valued, and the total value completed as at the relevant date. If the valuation is based on any of the default provisions in sub-sections in 36(1) or 36(2) of the CIPA Act 2012, a Table showing the computation of the value and the relevant documents supporting the basis of the valuation.

Schedule 4: Relevant Payment Certificates/ Claim Submissions/ Records of Joint Valuation Conducted / etc, and a Table showing the breakdown and

description of the variation works done, the percentage of these variation works done as certified / claimed/ valued, and the total value completed as at the relevant date. If the valuation is based on any of the default provisions in sub-sections in 36(1) or 36(2) of the CIPA Act 2012, a Table showing the computation of the value and the relevant documents supporting the basis of the valuation.

- Schedule 5: Relevant extracts from the Contract showing the entitlement for payment for unfixed goods and materials delivered to site, the necessary documents to show the goods and materials delivered to the site, and a Table showing the breakdown and description of the unfixed goods and materials delivered to site, and the computation of the value of these goods and materials.
- Schedule 6: Relevant extracts from the Contract relating to the withholding of Retention Monies, and a Table showing the computation of the value of the Retention Monies entitled to be withheld as at the relevant date.
- Schedule 7: Relevant documents showing proof/ acknowledgement of the payments made as at the relevant date.
- Schedule 8: Relevant Instructions (eg. Architect's Instructions/ S.O.'s Instructions/ Engineer's Instructions) and a Table showing, essentially:
- (a) the breakdown and description of defective work identified/ rectification works ordered to be carried out;
  - (b) the computation of the total value of these defective works / rectification works which have been carried and which have not been carried out;
  - (c) the total value of defective works, or any rectification works carried out/ to be carried out by third party contractor (if any).

Set out or enclose extracts of the relevant contractual provision.

- Schedule 9: Relevant Certificate/s of Extension of Time, Certificate of Non-Completion, Certificate of Practical Completion (if any), relevant extracts from the Contract showing entitlement to charge or deduct Liquidated and Ascertained Damages for delay from payment claims, and a Table showing the computation of the Liquidated and Ascertained Damages sought to be deducted. Set out or enclose extracts of the relevant contractual provision.
- Schedule 10: Payment in respect of the amount as admitted by the Non-Paying Party.

**FORM 3**  
**Notice of Adjudication**  
**(Construction Industry Payment & Adjudication Act 2012, sections 7 and 8)**

From the Claimant <sup>12</sup> : Name: Address:	To the Respondent: Name: Address:
	(Date)
	(Mode of service <sup>13</sup> )
Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:	
Payment Claim Reference: Payment Claim Amount: Payment Response Reference (if any): Payment Claim Amount Admitted and Paid (if any): Total abatement / set off / cross claim sum (if any): Amount In Dispute : [ <i>Amount Claimed or Cross-Claimed by the Claimant</i> ]:	

**NOTICE OF ADJUDICATION**

1. A dispute has arisen between us and you under the Contract arising from the above referenced Payment Claim [*and Payment Response (if any)*].
2. The Payment Claim was served on [*us or you, as the case may be*] by [*state the mode of service*] on [*date*]. [*We or You (as the case may be) thereafter served a Payment Response by (state the mode of service) on (date)*] [*\*If applicable*]
3. The dispute involves the following:  
 [*Set out the nature and description of the dispute*<sup>14</sup>]
4. In accordance with sections 7 and 8 of the Construction Industry Payment & Adjudication Act 2012, we hereby give you notice to refer the aforesaid Dispute arising from the Payment Claim to adjudication.
5. We seek the following reliefs or remedies:  
 [*Set out the nature and description of the relief(s)/remedy(ies)*<sup>15</sup>]
6. The documents in support of the relief(s) or remedy(ies) sought are as follows:  
 [*Identify the documents and attach all relevant documents in support hereof*]
7. Pursuant to section 21(a) of the Construction Industry Payment & Adjudication Act 2012, we propose [*name, occupation & address of the proposed person*] to be appointed as  
 \_\_\_\_\_

<sup>12</sup> The Claimant refers to the aggrieved party in a construction contract who initiates adjudication proceedings. The Claimant can either be the Unpaid Party or the Non-Paying Party.

<sup>13</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

<sup>14</sup> Section 8(1) of the CIPA Act 2012.

<sup>15</sup> Section 8(1) of the CIPA Act 2012.

adjudicator to determine the dispute. Please indicate your agreement on the proposed person to be appointed as adjudicator, or any other suitable person of your choice for our consideration. If we do not receive any response from you by [date<sup>16</sup>], we will proceed to make a request to the Director of the Kuala Lumpur Regional Centre For Arbitration to appoint an adjudicator pursuant to section 21(b)(i) of the Construction Industry Payment & Adjudication Act 2012.

[signed]

[Name of the authorised representative of the Claimant and designation]

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<sup>16</sup> Section 21(a) of the CIPA Act 2012 provides that the parties may by agreement appoint an adjudicator within 10 working days from the service of the notice of adjudication by the claimant.

**FORM 3A**  
Notice to the Director of KLRCA to register the adjudication  
**(KLRCA Adjudication Rules, Rule 2)**

<b>To:</b> Director of the Kuala Lumpur Regional Centre For Arbitration ( <i>service address</i> )
<b>From:</b> ( <i>Claimant</i> ) ( <i>Service address</i> )
<b>Person In Charge:</b> ( <i>Name and designation</i> )
( <i>Date</i> )
( <i>Mode of Service</i> )

**PARTICULARS OF THE RESPONDENT**

<b>Respondent:</b> (Name) (Service address)
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**ENCLOSURES<sup>17</sup>**

1. A copy of the Payment Claim; 2. A copy of the Payment Response (if any).
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**NOTICE OF ADJUDICATION**

Date of Notice of Adjudication:
Date of Service of the Notice of Adjudication on the Respondent:

**REGISTRATION FEE**

Enclosed herewith is [cheque / Bank Draft/ any other approved mode of payment] in the amount of [amount] being payment for the registration fee for this adjudication reference.
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**PARTICULARS OF CONTRACT**

Contract Reference Number: Type of Contract: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:
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**SUMMARY OF THE DISPUTE**

<b>Information of Claimant, Respondent and the dispute involved:</b> ( <i>set out the type of contract involved, the identity / role of both the Claimant and the Respondent under the Contract, and a brief description of the dispute involved</i> )
<b>Payment Claim:</b> Payment Claim Reference: Date of Payment Claim: Date when Payment was Due <sup>18</sup> : Date of Service of Payment Claim the Non-Paying Party: Claimed Amount:
<b>Payment Response: (if any)</b> Payment Response Reference: Date of Payment Response: Date of Service of Payment Response on the Unpaid Party:

<sup>17</sup> See Rule 2(1) of the KLRCA Adjudication Rules & Procedure.

<sup>18</sup> This refers to the date when the non-paying party is alleged to have failed to make payment by the contractual due date for payment.

Amount Admitted (if any) and Date of Payment of the Amount Admitted:
<b>Amount In Dispute:</b> <i>(Amount)</i>
<b>Relief(s) or Remedy(ies):</b> <i>(set out the relief(s) / remedy(ies) sought as per the Notice of Adjudication)</i>

*(signed)*

*(Name of the authorised representative of the Claimant and designation)*

<b>Copy:</b> (Respondent) <i>(service address)</i>	<i>(Mode of Service)</i>
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**FORM 4**  
**Request to the chosen adjudicator to act**  
**(Construction Industry Payment & Adjudication Act 2012, sections 21(a) and 22)**

<b>To:</b> (Name of the chosen adjudicator) (service address)
<b>From:</b> (Claimant) (Service address) <b>Person In Charge:</b> (Name and designation)
(Date)
(Mode of Service <sup>19</sup> )
Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum: Date of Notice of Adjudication: Date of Service of the Notice of Adjudication by the Claimant :

**REQUEST TO ACT AS ADJUDICATOR**

*(pursuant to sections 21(a) and 22 of the Construction Industry Payment & Adjudication Act 2012)*

1. A dispute has arisen between [Name], the Claimant and [Name], the Respondent under the above referenced construction contract.
2. A copy of the above referenced Notice of Adjudication is attached. Please let us know should you require a copy of the documents identified in the Notice of Adjudication to be delivered to you.
3. The parties have agreed for you to act as adjudicator to determine the dispute between the parties. A copy of the documents evidencing the agreement is attached for your perusal.
4. Please indicate within [5]<sup>20</sup> working days from the date of receipt of this request whether you are willing and able to act as the adjudicator for the dispute, and if you are, forward to us and the Claimant the following:
  - (a) a written confirmation that you have satisfied the competency standard and criteria of an adjudicator as required under the Construction Industry Payment & Adjudication Act 2012<sup>21</sup> or any Regulations or rules made thereunder, and that you are eligible to act as adjudicator in our dispute; and
  - (b) your proposed terms and conditions for engagement (including your fees and expenses).

<sup>19</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

<sup>20</sup> Pursuant to section 22(2) of the CIPA Act 2012, the adjudicator who is able and willing to act as adjudicator, is required to propose and negotiate his terms of appointment, including his fees chargeable, with the parties, and indicate his acceptance of the appointment and the terms of his appointment within 10 working days from the date he was notified of his appointment. The provision of 5 working days is merely a suggestion, intended to leave another 5 working days for the parties and the chosen adjudicator to negotiate and agree on the terms of appointment.

<sup>21</sup> Section 32(a) of the CIPA Act 2012.

*(signed)*

*(Name of the authorised representative of the Claimant and designation)*

<b>Copy:</b> (Respondent ) (service address)	(Mode of Service <sup>22</sup> )
<b>Copy:</b> (Director of the Kuala Lumpur Regional Centre For Arbitration) (Service address)	(Mode of Service <sup>23</sup> )

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<sup>22</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

<sup>23</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

**FORM 5**

**Request to the Director of KLRCA to appoint an adjudicator  
(Construction Industry Payment & Adjudication Act 2012, section 21(b)(i))**

<b>To:</b> <i>(Director of the Kuala Lumpur Regional Centre For Arbitration)</i> <i>(Service address)</i>
<b>From:</b> <i>(Claimant and/or Respondent, as the case may be)</i> <i>(Service address)</i>
<b>Person In Charge:</b> <i>(Name and designation)</i>
<i>(Date)</i>
<i>(Mode of Service<sup>24</sup>)</i>
Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum: Date of Notice of Adjudication: Date of Service of the Notice of Adjudication by the Claimant:

**APPOINTMENT FEE**

Enclosed herewith is [cheque / Bank Draft/ any other approved mode of payment] in the amount of [amount] being payment for the appointment fee for this request to appoint

**REQUEST TO APPOINT AN ADJUDICATOR**

*(pursuant to sections 21(b)(i) of the Construction Industry Payment & Adjudication Act 2012)*

1. A dispute has arisen between [Name], the Claimant and [Name], the Respondent under the above referenced construction contract.
2. A copy of the above referenced Notice of Adjudication is attached. Please let us know should you require a copy of the documents identified in the Notice of Adjudication to be delivered to you.
3. The parties have been unable to agree on an adjudicator to determine the dispute within 10 working days from the date of service of the Notice of Adjudication by the Claimant pursuant to section 21(a) of the Construction Industry Payment & Adjudication Act 2012.
4. In accordance with section 21(b)(i) of the Construction Industry Payment & Adjudication Act 2012, we hereby request you to appoint a suitable person to act as adjudicator in our dispute and notify the parties in writing within 5 working days from the date of receipt of this request.

*(signed)*

*(Name of the authorised representative of the Claimant and/or the Respondent, as the case may be, and designation)*

<b>Copy:</b> (Respondent and/or Claimant, as the case may be) <i>(service address)</i>	<i>(Mode of Service<sup>25</sup>)</i>
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<sup>24</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

<sup>25</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.



- (c) I shall comply with the principles of natural justice; and
- (d) there are no circumstances likely to give rise to justifiable doubts as to my impartiality and independence.

5. Pursuant to section 9 of the Construction Industry Payment & Adjudication Act 2012, I hereby direct the Claimant to serve a written adjudication claim containing the nature and description of the dispute and the remedy sought together with any supporting document on the Respondent, and forward a copy of the same to me within 10 working days from the date of receipt of this notice of acceptance of my appointment as adjudicator.
6. I further direct the parties to contribute and deposit with the Director of the Kuala Lumpur Regional Centre For Arbitration a sum of [*an amount representing a reasonable proportion of the adjudicator's fees and expenses, the KLRCA's administrative fee and any taxes as may be imposed by the Government*] in equal share as security in advance within [ ] working days from the date of receipt of this notice.

(signed)  
(Name of adjudicator)

<b>Copy:</b> (Director of the Kuala Lumpur Regional Centre For Arbitration) (Service address)	(Mode of Service <sup>30</sup> )
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<sup>30</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

**FORM 7**  
**Adjudication Claim**  
**(Construction Industry Payment & Adjudication Act 2012, section 9)**

From the Claimant: Name: Address:	To the Respondent: Name: Address:  To the Adjudicator: Name: Address:
	(Date)
	(Mode of service <sup>31</sup> )
Adjudication reference number (if any): Date of Notice of Adjudication: Date of Receipt of Acceptance of Appointment by Adjudicator: Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:	
Payment Claim Reference: Payment Claim Amount: Payment Response Reference (if any): Payment Claim Amount Admitted and Paid (if any): Total abatement / set off / cross claim sum (if any): Amount In Dispute : [ Amount Claimed or Cross-Claimed by the Claimant ]:	

**ADJUDICATION CLAIM**

**A: Parties**

1. The Claimant is [*a private limited company, public listed company, partnership, individual, etc, as the case may be*] having its business address at [address]. [*Describe the nature of its business*]
2. The Respondent is [*a private limited company, public listed company, partnership, individual, etc, as the case may be*] having its business address at [address]. [*Describe the nature of its business*]

**B: The Construction Contract**

3. By a contract in writing entered into by the parties on [*date the contract was made*], the [claimant/ the respondent] appointed [*or engaged, etc.*] the [*respondent/claimant*] as the [*contractor/subcontractor/supplier/consultant etc.*] for the [*describe the nature of the construction work or consultancy services*] for the [*describe the Project*] in consideration of a contract sum of [*amount*].
4. Relevant extracts of the contract are attached hereto as **Schedule 1**.

**C: Background facts relating to the claim in dispute**

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<sup>31</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

5. [set out the relevant background facts relating to the dispute]

**D: Relevant contractual provisions and/or statutory default provisions relating to the claim in dispute**

6. The following are the relevant terms and conditions of the contract [and/or *the relevant default provisions in section 36 of the CIPA Act 2012, if applicable*]:

[set out the relevant contractual provisions and/or statutory default provisions (if applicable)]

**E: Payment Claim, Payment Response (if any) and Notice of Adjudication**

7. On [date], [the Claimant/the Respondent] served the Payment Claim on [the Respondent/the Claimant] by [state the mode of service] on [date]. A copy of the Payment Claim is attached hereto as **Schedule 2**.

8. On [date], [the Claimant/the Respondent] served the Payment Response [if any] on [the Respondent/the Claimant] by [state the mode of service] on [date]. A copy of the Payment Response is attached hereto as **Schedule 3**.

9. On [date], the Claimant served the Notice of Adjudication on the Respondent by [state the mode of service] on [date]. A copy of the Notice of Adjudication is attached hereto as **Schedule 4**.

**F: The nature and description of the dispute**

10. The dispute involves the following:

[Set out the nature and description of the dispute<sup>32</sup>]

**G: [Grounds in support of the claimed amount in the Payment Claim (where the Claimant is the Unpaid Party) or, Grounds for disputing the claimed amount by reasons of set-off, abatement and/or cross-claim (where the Claimant is the Non-Paying Party)]**

11. [Set out the relevant grounds in support]

12. The Claimant relies on the following documents in support of its claim:

(a) [set out all the relevant documents], a copy of which is attached hereto as **Schedule 5**;

(b) [factual witness statement(s) of (Name(s) of the witness(es))], a copy of which is attached hereto as **Schedule 6**;

(c) [expert witness statement(s) of (Name(s) of the witness(es))], a copy of which is attached hereto as **Schedule 7**.

Wherefore, the Claimant seek the following relief(s) and/or remedy(ies):

[Set out the nature and description of the relief(s)/remedy(ies)<sup>33</sup> sought as referred in the Notice of Adjudication]

[signed]

[Name of the authorised representative of the Claimant and designation]

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<sup>32</sup> Section 9(1) of the CIPA Act 2012.

<sup>33</sup> Section 9(1) of the CIPA Act 2012.

**FORM 8**  
**Adjudication Response**  
**(Construction Industry Payment & Adjudication Act 2012, section 10)**

From the Respondent: Name: Address:	To the Claimant: Name: Address:  To the Adjudicator: Name: Address:
	(Date)
	(Mode of service <sup>34</sup> )
Adjudication reference number (if any): Date of Notice of Adjudication: Date of Receipt of Adjudication Claim : Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:	
Payment Claim Reference: Payment Claim Amount: Payment Response Reference (if any): Payment Claim Amount Admitted and Paid (if any): Total abatement / set off / cross claim sum (if any): Amount In Dispute : [Amount Claimed or Cross-Claimed by the Claimant ]:	

**ADJUDICATION RESPONSE**

**A: Parties**

1. [Describe the parties, if it differs from the Claimant's description]

**B: The Construction Contract and/or Default Statutory Provisions**

2. [Describe the Construction Contract, if it differs from the Claimant's description, e.g. the date of contract was made, the description of the work and project, the contract sum, the contract is oral or partly oral and partly in writing, etc.]
3. [Set out the any part of the default provisions in section 36 of the CIPA Act 2012, where relevant]
4. Relevant extracts of the contract are attached hereto as **Schedule 1** [e.g. the relevant contractual provisions relating to the valuation and claimed amount (where the Respondent is an Unpaid Party), or to the set-off, abatement and/or cross-claim (where the Respondent is the Non-Paying Party)].

**C: Background facts relating to the claim in dispute**

5. [set out the relevant background facts relating to the dispute if they differ from the Claimant's view ]

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<sup>34</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

**D: Relevant contractual provisions and/or statutory default provisions relating to dispute**

6. The following are the relevant terms and conditions of the contract [and/or *the relevant default provisions in section 36 of the CIPA Act 2012*]:

*[Set out the relevant contractual provisions relating to the valuation and claimed amount (where the Respondent is an Unpaid Party), or to the set-off, abatement and/or cross-claim (where the Respondent is the Non-Paying Party) and/or statutory default provisions (if relevant)]*

**E: Payment Claim, Payment Response (if any) and Notice of Adjudication**

7. *[Identify and describe the Payment Claim, Payment Response (if any) and Notice of Adjudication, if they differ from the Claimant's view].*

**F: The nature and description of the dispute**

8. *[Set out the nature and description of the dispute, if it differs from the Claimant's view]*

**G: Respondent's answer to the Adjudication Claim**

9. *[Set out the grounds and basis thereof in response to the claim(s) made in the Adjudication Claim <sup>35</sup>]*

10. The Respondent relies on the following documents in support of its contentions [*and/or claim*]:

- (a) *[set out all the relevant documents]*, a copy of which is attached hereto as **Schedule 2**;
- (b) *[factual witness statement(s) of (Name(s) of the witness(es))]*, a copy of which is attached hereto as **Schedule 3**;
- (c) *[expert witness statement(s) of (Name(s) of the witness(es))]*, a copy of which is attached hereto as **Schedule 4**.

*[Set out the relief(s) or remedy(ies) on which the Respondent seeks a determination from the adjudicator, if any]*

*[signed]*

*[Name of the authorised representative of the Respondent and designation]*

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<sup>35</sup> Section 10(1) of the CIPA Act 2012.

**FORM 9**  
**Adjudication Reply**  
**(Construction Industry Payment & Adjudication Act 2012, section 11)**

From the Claimant: Name: Address:	To the Respondent: Name: Address:  To the Adjudicator: Name: Address:
	<i>(Date)</i>
	<i>(Mode of service<sup>36</sup>)</i>
Adjudication reference number <i>(if any)</i> : Date of Notice of Adjudication: Date of Receipt of Adjudication Response : Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:	
Payment Claim Reference: Payment Claim Amount: Payment Response Reference (if any): Payment Claim Amount Admitted and Paid (if any): Total abatement / set off / cross claim sum (if any): Amount In Dispute : [Amount Claimed or Cross-Claimed by the Claimant ]:	

**ADJUDICATION REPLY**

1. In reply to the Adjudication Response, the Claimant states:

*[Set out the Claimant's reply to the Adjudication Response]*

2. In addition to the documents and/or evidence attached to the Adjudication Claim, the Claimant submit the following:

*[Identify and attach the further documents / evidence that the Claimant relies on in support of its Adjudication Claim and/or in answer to the Adjudication Response]*

*[signed]*

*[Name of the authorised representative of the Claimant and designation]*

---

<sup>36</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

**FORM 10**  
**Agreement to extend the adjudicator's jurisdiction**  
**(Construction Industry Payment & Adjudication Act 2012, section 27(2))**

<b>THIS AGREEMENT IS DATED [DATE]</b>
<b>To:</b> (Adjudicator) (service address)
<b>From:</b> (Claimant or Respondent, as the case may be) (Service address)
<b>Person In Charge:</b> (Name and designation)
<b>Copy :</b> (Claimant or Respondent, as the case may be) (Service address)
<b>Copy:</b> Director of Kuala Lumpur Regional Centre For Arbitration (Service address)
(Date)
(Mode of Service <sup>37</sup> )
Adjudication reference number (if any): Date of Notice of Adjudication:  Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:

**AGREEMENT TO EXTEND THE ADJUDICATOR'S JURISDICTION**  
**(pursuant to section 27(2) of the Construction Industry Payment & Adjudication Act 2012)**

1. In accordance with section 27(2) of the Construction Industry Payment & Adjudication Act 2012, the Claimant and the Respondent hereby agree to extend your jurisdiction to decide on the following matter(s) in dispute which was [were] not previously referred to you:

*[(a) set out the nature and description of the matter, e.g. the parties to the dispute, the date on which the dispute arose, the matters in dispute, etc.; (b) set out the nature and description of the relief(s) / remedy(ies) in relation to the matter]*

2. The parties agree that the above-mentioned matter(s) in dispute [is/are] to be referred to you for your determination in the present adjudication.

(signed)

\_\_\_\_\_  
 (Claimant)  
 (Date)

(signed)

\_\_\_\_\_  
 (Respondent)  
 (Date)

<sup>37</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

**FORM 11**  
 Notice of withdrawal of adjudication claim/proceedings  
 (Construction Industry Payment & Adjudication Act 2012, section 17(1))

<b>To:</b> (Respondent) (service address)
<b>To:</b> (Adjudicator) (Service address)
<b>Copy:</b> Director of Kuala Lumpur Regional Centre For Arbitration (Service address)
<b>From:</b> (Claimant) (Service address) <b>Person In Charge:</b> (Name and designation)
(Date)
(Mode of Service <sup>38</sup> )
Adjudication reference number (if any): Date of Notice of Adjudication: Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:

**NOTICE OF WITHDRAWAL OF ADJUDICATION CLAIM/PROCEEDINGS**  
 (pursuant to section 17(1) of the Construction Industry Payment & Adjudication Act 2012)

1. In accordance with section 17(1) of the Construction Industry Payment & Adjudication Act 2012, we, the Claimant herein, hereby give notice of withdrawal of our adjudication claim/proceedings against you, the Respondent, concerning [describe the dispute] which was referred to [name of adjudicator] for adjudication.<sup>39</sup>
2. [Set out the reasons for the withdrawal, and (if the Claimant is of the view that it should not bear the costs arising from the withdrawal, state the reasons)].
3. [We reserve our right to recommence adjudication on the same (or any part of the) matter in dispute<sup>40</sup>].

(signed)

\_\_\_\_\_  
 (Claimant)  
 (Date)

<sup>38</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

<sup>39</sup> Section 17(1) of the CIPA Act 2012 requires the notice of withdrawal to be served on both the Respondent and the Adjudicator.

<sup>40</sup> See section 17(3) of the CIPA Act 2012.

**FORM 12**  
 Notice of consolidation of adjudication proceedings  
**(Construction Industry Payment & Adjudication Act 2012, section 14)**

Date of Notice of Adjudication [and Adjudication reference number (if any)]: [Adjudication No.1]
Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:
<b>To:</b> (Claimant – Adjudication No.1) (Service address)
<b>To:</b> (Respondent – Adjudication No.1) (Service address)
[Adjudication reference number]: Date of Notice of Adjudication:
Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:
<b>To:</b> (Claimant – Adjudication No.2) (Service address)
<b>To:</b> (Respondent – Adjudication No.2) (Service address)
(Set out any further adjudications sought to be consolidated, if there are more than two)
<b>Copy:</b> Director of Kuala Lumpur Regional Centre For Arbitration (Service address)
<b>From:</b> (Adjudicator) (Service address)
(Date)
(Mode of Service <sup>41</sup> )

**NOTICE OF CONSOLIDATION OF ADJUDICATION PROCEEDINGS**  
**(pursuant to section 14 of the Construction Industry Payment & Adjudication Act 2012)**

1. The following adjudication proceedings are pending in which I have been appointed as adjudicator:

*[Set out the particulars of Adjudication No.1 & Adjudication No.2 (and of any other adjudications agreed to be consolidated)]*

2. It is hereby confirmed that all parties to the above referenced pending adjudication proceedings have consented :

(a) to consolidate the adjudication proceedings to be determined at the same time as one adjudication proceedings; and

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<sup>41</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

(b) that I shall adjudicate the matters in dispute in the same proceedings in accordance with section 14 of the Construction Industry Payment & Adjudication Act 2012 [*and deliver the adjudication decision by (date)*<sup>42</sup>].

(signed)

-----  
(Name of Adjudicator)

(signed)

\_\_\_\_\_  
(Claimant – Adjudication No.1)  
(Date)

(signed)

\_\_\_\_\_  
(Respondent – Adjudication No. 1)  
(Date)

(signed)

\_\_\_\_\_  
(Claimant – Adjudication No.2)  
(Date)

(signed)

\_\_\_\_\_  
(Respondent – Adjudication No. 2)  
(Date)

[*other Claimant(s) and Respondent(s), where applicable*]

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<sup>42</sup> If all parties agree to a specific date or extended date when the adjudicator is to deliver his adjudication decision.

**FORM 13**

Adjudicator's request for extension of time to deliver the adjudication decision  
**(Construction Industry Payment & Adjudication Act 2012, section 12(2)(c))**

<b>To:</b> (Claimant) (Service address)
<b>To:</b> (Respondent) (Service address)
<b>Copy:</b> Director of Kuala Lumpur Regional Centre For Arbitration (Service Address)
<b>From:</b> (Adjudicator) (Service address)
(Date)
(Mode of Service <sup>43</sup> )
Adjudication reference number (if any): Date of Notice of Adjudication:  Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:

**ADJUDICATOR'S REQUEST FOR EXTENSION OF TIME TO DELIVER THE  
ADJUDICATION DECISION**

1. I refer to the above referenced adjudication whereby I am required to decide the dispute and deliver my decision by [date] under section [12(2)(a)/12(2)(b)] of the Construction Industry Payment & Adjudication Act 2012.
2. I request for the parties' agreement to extend the time for the delivery of my decision to [date] for the following reasons  
  
[set out reasons for the request]
3. Please indicate within [ ] working days of receiving this request whether you agree to the extension of time as requested.

(signed)

-----

(Adjudicator)

<sup>43</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

**FORM 14**

Notice for withholding the release of the decision until payment of fees and expenses in full  
**(Construction Industry Payment & Adjudication Act 2012, section 19(5))**

<b>To:</b> (Claimant) (Service address)
<b>To:</b> (Respondent) (Service address)
<b>Copy:</b> Director of Kuala Lumpur Regional Centre For Arbitration (Service address)
<b>From:</b> (Adjudicator) (Service address)
(Date)
(Mode of Service <sup>44</sup> )
Adjudication reference number (if any): Date of Notice of Adjudication:  Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:

**NOTICE FOR WITHHOLDING THE RELEASE OF THE DECISION UNTIL PAYMENT OF FEES AND EXPENSES IN FULL**  
***(pursuant to section 19(5) of the Construction Industry Payment & Adjudication Act 2012)***

1. This is to notify the parties that the adjudication decision has been completed and is ready to be delivered to the parties.
2. As of this date, the full sum of [amount] representing full payment of my fees and expenses, the KLRCA's administrative fee [and any taxes as may be imposed by the Government] has not been deposited with the Director of the Kuala Lumpur Regional Centre For Arbitration as requested in my letter dated [date].
3. In accordance with section 19(5) of the Construction Industry Payment and Adjudication Act 2012, I will release the adjudication decision only after the full sum of [amount] has been deposited with the Director of the Kuala Lumpur Regional Centre for Arbitration, and after being duly notified and served with proof of such payment.

(signed)

-----  
(Adjudicator)

<sup>44</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

**FORM 15**  
Sample Format of an adjudication decision

**IN THE MATTER OF AN ADJUDICATION  
CONDUCTED PURSUANT TO THE KLRCA RULES AND  
CONSTRUCTION INDUSTRY PAYMENT & ADJUDICATION ACT 2012  
[Adjudication Reference No:]**

**BETWEEN**

**XXX** ... **CLAIMANT**

**AND**

**YYY** ...  
**RESPONDENT**

Before : [Name of the Adjudicator]

<b>ADJUDICATION DECISION DATED (DD/MM/YY)</b>
---

**A: THE PARTIES**

*[Describe the parties to the adjudication and state whether they were represented. If they were represented, identify the representatives.]*

**B: THE CONSTRUCTION CONTRACT AND BACKGROUND FACTS**

*[Describe the relevant construction contract, and set out the background facts relating to the matters in dispute]*

**D: THE CLAIMANT'S PAYMENT CLAIM**

*[Set out the details of the Payment Claim, e.g. the amount claimed, the due date for payment of the amount claimed, the cause of action as identified therein, a description of the work or services to which the payment relates, etc.]*

**E: RESPONDENT'S PAYMENT RESPONSE (if any)**

*[Set out the details of the Payment Response, e.g. the amount admitted, the amount paid, the amount, in dispute, the reason for withholding payment such as set-off, abatement, cross-claim, etc.]*

**F: REFERENCE TO ADJUDICATION**

*[Set out the scope of reference and the reliefs / remedies claimed in the Notice of Adjudication, and particulars relating to the Notice of Adjudication, ie. the date when it was served, etc.]*

**G: APPOINTMENT OF ADJUDICATOR**

*[How the appointment was made, ie. whether by agreement or by the Director of the KLRCA, when the adjudicator accepted the appointment, etc]*

**H: ISSUES**

*[Set out the issues requiring the determination of the adjudicator, e.g. relating to liability and quantum of the claim]*

**I: ADJUDICATION CLAIM**

*[Set out the details of the adjudication claim, e.g. nature and description of the claim, the basis for the claim, the relief(s) / remedy(ies) sought in the adjudication claim, and identify briefly the documents / evidence relied on by the Claimant]*

**I: ADJUDICATION RESPONSE**

*[Set out the details of the adjudication response, e.g. the Respondent's answer to the adjudication claim, the grounds advanced by the Respondent, and identify briefly the documents / evidence relied on by the Respondent]*

**J: ADJUDICATION REPLY (if any)**

*[Set out the answer by the Claimant to the Adjudication Response, and identify briefly any further documents / evidence produced by the Claimant]*

**K: HEARING / MEETING / SITE VISIT**

*[Set out the number of days of hearing / meeting, and the evidence taken during the hearing or meeting, the date of the site visit, any other action taken by the adjudicator etc.]*

**L: FINDINGS AND REASONS**

*[Discuss each issue by providing his findings and reasons for his findings.]*

**M: COSTS & ADJUDICATOR'S FEES AND EXPENSES**

*[Discuss as to who shall bear the costs, and fix the quantum of costs to be paid. Set out the amount of adjudicator's fees and expenses payable, and the details thereof]*

**N: DETERMINATION**

*[Set out the decision of the adjudicator]*

e.g.

**Example 1: Where claim or cross-claim is successful**

- (a) *[State the adjudicated amount (if any), the paying party, and the party entitled to receive payment from the paying party, and the time within which the adjudicated amount is to be paid<sup>45</sup>];*
- (b) *[Financing cost and/or Interest awarded pursuant to section 25(o) of the CIPA Act 2012, if any];*
- (c) *[Costs of the adjudication proceedings to be borne (by the losing party) pursuant to Section 18(1) of CIPA Act 2012 in the amount of (amount), which shall include the Adjudicator's fees and expenses in the amount of (amount). State the time within which payment of the costs of the adjudication proceedings are to be paid];*
- (d) *[State the manner the adjudicated amount, together with interests and costs, are to be paid<sup>46</sup>].*

**Example 2: Where claim is unsuccessful**

- (a) [State that the claim is dismissed];
- (b) *[Costs of the adjudication proceedings to be borne (by the losing party) pursuant to Section 18(1) of CIPA Act 2012 in the amount of (amount), which shall include the Adjudicator's fees and expenses in the amount of (amount). State the time within which payment of the costs of the adjudication proceedings are to be paid];*
- (c) *[State the manner the costs are to be paid<sup>47</sup>].*

Dated this (DD/MM/YY)

(signed)

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(Adjudicator's Name)

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<sup>45</sup> Section 12(5) of the CIPA Act 2012.

<sup>46</sup> Section 12(5) of the CIPA Act 2012.

<sup>47</sup> Section 12(5) of the CIPA Act 2012.

**FORM 16**  
 Delivery of Adjudication Decision  
**(Construction Industry Payment & Adjudication Act 2012, section 12(2)  
 and KLRCA Adjudication Rules, Rules 9(5) & 9(7))**

<b>To:</b> (Claimant) (Service address)
<b>To:</b> (Respondent) (Service address)
<b>To:</b> Director of Kuala Lumpur Regional Centre For Arbitration (Service address)
<b>From:</b> (Adjudicator) (Service address)
(Date)
(Mode of Service <sup>48</sup> )
Adjudication reference number (if any): Date of Notice of Adjudication: Contract Reference Number: Date Contract Was Made: Project / Work Description: Project Site Location: Contract Sum:

**DELIVERY OF ADJUDICATION DECISION**  
*(pursuant to section 12(2) of the Construction Industry Payment & Adjudication Act 2012 and  
 Rules 9(5) & 9(7) of the KLRCA Adjudication Rules)*

1. I enclose herewith my written Adjudication Decision made on [date].
2. I confirm that:
  - (a) full payment of expenses and fees, including the KLRCA's administrative fee [and any taxes as may be imposed by the Government] for this adjudication as directed by me in my letter dated [date] have been deposited with the Director of the KLRCA pursuant to Section 19(5) of the Construction Industry Payment and Adjudication Act 2012<sup>49</sup>;
  - (b) I have complied with the prescribed time for the delivery of adjudication decision as set out in Section 12(2) of the Construction Industry Payment and Adjudication Act 2012<sup>50</sup>.

Yours faithfully,

(signed)

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(Adjudicator)

<sup>48</sup> As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012.

<sup>49</sup> Rule 9(5) of the KLRCA Adjudication Rules.

<sup>50</sup> Rule 9(7) of the KLRCA Adjudication Rules.

## **SCHEDULE II**

### **KLRCA STANDARD TERMS OF APPOINTMENT**

- 1 The adjudicator is to be impartial and independent of the parties and shall inform the parties immediately of anything of which could affect his impartiality or independence.
- 2 The adjudicator shall treat all matters which have been referred to him for adjudication as confidential and shall not disclose such matters without the prior written consent of the parties.
- 3 The adjudicator shall explain and ensure that the parties to the adjudication proceedings are reasonably informed as to the procedural requirements and expectations of them in the adjudication proceedings.
- 4 The adjudicator may not be called as a witness by either party to give evidence concerning the matter referred or adjudicated by him in any proceedings.
- 5 The adjudicator shall not assign, delegate or obtain legal or technical assistance related to his work under the Act and Regulations without the approval of the parties.
- 6 No suit or other legal proceedings shall lie against the adjudicator in respect of anything done or omitted to be done provided the adjudicator acts in good faith in the discharge of the duties and functions as an adjudicator under the Act.
- 7 The adjudicator shall be entitled to:
  - a) Be paid the agreed fee and expenses. ;
  - b) Be reimbursed by the parties for expenses reasonably incurred in carrying out his duties;
  - c) Direct the parties to contribute and deposit with the Director of the KLRCA, anticipated fees and expenses in equal shares in advance as security;
  - d) Exercise a lien on his decision until any outstanding fees and expenses, including the KLRCA's administrative fee and any taxes as

may be imposed by the Government, have been paid in full in accordance with section 19(5) of the Act.

- 7A The adjudicator shall be entitled to his fees and expenses notwithstanding that his adjudication decision is subsequently set aside by the Court provided that he has acted in good faith in the performance of his duties under the Act.
- 8 Where a party fails to comply with a request for payment within the stipulated period, the other party may make and recover such payment from the defaulting party.
- 9 The adjudicator's fees and expenses incurred shall be paid in full prior to the delivery of the adjudication decision and the parties are, and shall remain jointly and severally liable to the adjudicator for payment of the fees and expenses in accordance with these terms.
- 10 The appointment of the adjudicator may be terminated by:
- a) The mutual agreement in writing by the parties; or
  - b) The withdrawal of the Adjudication Claim by the Claimant pursuant to Section 17(1) of the Act; or
  - c) The final determination of the dispute referred to him by arbitration or the court; or
  - d) The death, resignation or incapacity of the adjudicator to complete the adjudication proceedings pursuant to Section 17(4) of the Act.
- 11 The adjudicator shall be entitled to collect reasonable fees and expenses incurred up to the date of the service of notice of termination of the adjudication proceedings or the date of settlement, if:
- a) the parties settle the dispute before the making of the adjudicator's decision; or
  - b) the adjudicator's appointment is terminated pursuant to Clause 10 above.
- 12 The adjudicator shall determine the matter and serve his decision to the parties within the time period stipulated in Section 12(2) of the Act. The decision shall be made in writing and shall, subject to the settlement of all

outstanding fees and expenses, be served on the parties and the Director of the KLRCA.

**SCHEDULE III**  
**ADMINISTRATIVE FEE SCHEDULE**

**1 Administrative Fee of KLRCA**

- 1.1 The list of administrative fees chargeable (where applicable) –
- (a) **Registration fee** of RM 250 to register the adjudication matter;
  - (b) **Adjudicator Appointment fee** of RM400 to request the Director of KLRCA to appoint the adjudicator;
  - (c) **Administrative fee** calculated at 20% of the adjudicator's fee. This fee is in addition to the adjudicator's fee and expenses payable by the parties.
- 1.2 The administrative fees referred to in sub-paragraph 1.1 (where applicable) is payable even though the proceedings are prematurely ended, withdrawn, settled or the adjudication decision is void.
- 1.3 All administrative fee to be payable upon registration and/or in accordance to the adjudicator's direction, and are non-refundable.

**2 Amendments to Administrative Fee of KLRCA**

- 2.1 KLRCA reserves the right to amend and/or vary the Administrative Fee from time to time at the discretion of the Director of the KLRCA without prior notification.

**SCHEDULE IV**  
**ADJUDICATOR CODE OF CONDUCT**

This Code of Conduct ("this Code") applies to all persons appointed by the parties in dispute or appointed by KLRCA to act as Adjudicators pursuant to the Construction Industry Payment and Adjudication Act.

**1 Acceptance of Assignment**

- 1.1 An Adjudicator will, before accepting an appointment to a case, ensure that he is able to conduct the adjudication independently, impartially and expeditiously.

**2 Impartiality**

- 2.1 An Adjudicator will be impartial and fair to the parties, and be seen to be so.
- 2.2 An adjudicator must seek to disclose any information which may lead to the impression that he may not be impartial or fair, including, that:
- (a) He (or any member of his firm or company) has acted in any capacity for any of the parties;
  - (b) He has a financial or any other interest (direct or indirect) in any of the parties or the outcome of the adjudication; or
  - (c) He has any confidential information about the parties or the matter which is the subject of the adjudication derived from sources outside the adjudication proceedings.
- 2.3 If there is an actual, potential or apparent conflict of interest between the Adjudicator and any of the parties, the Adjudicator shall highlight this to all the relevant parties.
- 2.4 If, at any stage during the adjudication proceedings, new circumstances arise that could give rise to doubt as to the impartiality or independence of the Adjudicator, he shall promptly disclose such circumstances to the relevant parties.
- 2.5 An Adjudicator shall not accept an appointment if he is ineligible by virtue of the Act or the Regulations.
- 2.6 An Adjudicator (or any member of his firm or company) shall not act for any of the parties subsequently in any matter related to or arising out of the subject matter of the adjudication without the written informed consent of all the parties.

### **3 The Adjudication Procedure**

3.1 An Adjudicator will act in accordance with the Act and the Regulations.

### **4 Confidentiality**

4.1 Any document or information supplied for and/or disclosed in the course of the adjudication will be kept confidential. An Adjudicator will only disclose the same if required to do so by law, or pursuant to an order of a court, or with the consent of all the relevant parties.

### **5 Preparation and Diligence**

5.1 The Adjudicator will prepare himself appropriately before the commencement of the adjudication.

5.2 An Adjudicator should carry out his role in a conscientious and diligent manner.

### **6 Compliance with Act**

6.1 The obligations found in this code are over and above the obligations of Adjudicators under the Act and the Regulations. An Adjudicator must comply with the requirements of the Act and the Regulations.

### **7 Withdrawal**

7.1 An Adjudicator shall withdraw from a case:

- (a) When he realises that he has committed a breach of any of the terms of this Code; or
- (b) When he is required by any of the parties to do anything in breach of the terms of this Code, the Act or the Regulations.

The Adjudicator shall, on the occurrence of (a) or (b) above, immediately inform the parties and or, the KLRCA of his withdrawal.

7.2 In the event that an Adjudicator is requested to withdraw because of prejudice or bias, the Adjudicator should withdraw unless, the Adjudicator after carefully considering the matter and in consultation with the parties determine that:

- (a) The reason for the challenge is not substantial;
- (b) The Adjudicator can act and decide the case impartially and fairly; and
- (c) The withdrawal would cause unfair delay or expense or would be contrary to the ends of justice.

## **8 Fees**

- 8.1.1 Where the Adjudicator has expressly agreed to the fees as agreed with the parties in dispute or to the adjudicator's standard fees provided in the Regulations, as the case may be, he shall not subsequently make any unilateral arrangements with any of the parties for additional fees.
- 8.1.1 Where the Adjudicator's has expressly agreed to the standard fees for adjudicator provided under the Regulations or the KLRCA's recommended schedule of fees under KLRCA CIPAA Circular 02, as the case may be, the fees calculated shall be based on the claimed amount under the Payment Claim pursuant to Section 5(2)(a) of the Act.
- 8.2 KLRCA is not liable to the Adjudicator for any or any part of the Adjudicator Fee due to the Adjudicator under the Act and the Regulations.
- 8.3 The Adjudicator will only be paid the Adjudicator Fee when KLRCA has obtained full payment of the Fees and expenses from the parties.