

Report of Q&A Session during PAQS Webinar 27 Aug 2020

	Topic	Webinar ID
	Question	Question by:
Q1	Is it possible us to reach the recording of this webinar afterwards	Seckin Mete
A	This is recorded and will be uploaded to PAQS website later	
Q2	Could we download the papers presented by the panelists?	Theng Chiok Chan
A	We will post the slides from each country to our website	
Q3	Every year PAQS collects research topics conducted by Universities via RISM. May I know how PAQS uses this information? So far I have not seen PAQS providing any reports on the research done by various member countries or driving any research collaboration. Could PAQS please look into this?	Yoke Mui Lim
A	This question will be forwarded to the research committee.	
Q4	Question on rent reduction: Did that apply in the private sector or public sector only? How did that work and applied to enhance the economy?	Jeffrey Maepa
A	We can't answer this because it is more related to "valuers" and not quantity surveying.	
Q5	These various measures being employed by different countries to curb the effects of COVID 19, do they apply to all countries or they only apply to that specific country...?	Martin Ngomakalila
A	They apply to specific country only.	
Q6	can we have the recorded copy of the webinar?	wilson Amilao
A	We will upload to PAQS website after editing	
Q7	With the rapid and radical change in how we conduct business ie. online, wouldn't there be less need for building spaces eg, convention facilities, commercial - offices and retail and even educational buildings as many activities will move online/virtual interaction. Do you think this will translate to reduced demand for such buildings/spaces and thus a massive change in the property market.	Nurulhuda Hashim

A	<p>Sato-san had a very good chart showing logistic building and data centre enjoying an expansion in Japan. Such should be the same across the globe especially shopping mall should see a major downturn in rental especially large anchor tenants. We have a client who is now executing a major renovation to their mall to carve large retail units into smaller lettable spaces. So your comment is right that the construction and property landscape will change in the future.</p> <p>Yes there would be a contraction in the demand for office spaces but this can only be</p>	
Q8	Are all participants shall receive certificates for this webinar?	Rey Isaac Rosario
A	<p>Not from PAQS Secretariat. You may request from your own institution and they can verify your attendance with us</p>	
Q9	What measures can be put in place to reduce the unemployment rates in the construction industry due to this pandemic	OLUSHOLA OKIGBO
A	<p>It is interesting to see that construction industry is treated differently in different countries. Some call it "essential" and no stoppage. Some labelled it "non-essential" and all sites are closed. Similarly, we see Brunei and Australia saying there is no major impact on their construction sector. So measures to reduce unemployment in construction industry may be different in different countries. Certainly many countries are reporting government relief & stimulus packages and all are designed to reduce unemployment. We don't think there is</p>	
Q10	How do we deal with the cost claimed by the contractor's for the time extension allowed on account of covid lock down of the site.?	Diwaligoda Gamage Jayarathna
A	<p>This will be discussed later in the paper by Sr HT Ong</p>	
Q11	Term Contractor did not carry out their schedule maintenance due to workers locked in dormitory, are they still entitled for full payment?	Sharon Ng
A	<p>You may find the answer in Sr HT Ong's talk later</p>	
Q12	Can the contractor claim from the client/developer due to compliance of local authorities guidelines? Such as face masks, sanitizers on site etc.	Guo Unn Cheong
A	<p>This will be discussed in Sr HT Ong's paper later</p>	
Q13	Please advice for Contractor's claim (Time extension, lost of profit, preliminaries and head office) approval on this pandemic situation?	Chamila Mapitigama
A	<p>This will be discussed in the paper by Sr HT Ong</p>	

Q14	Can we pay our Subcontractors for idling ahead of our claims with the Employer? Subcontract Agreement is not a back to back.	Rey Sebolino
A	This will be discussed in the paper by Sr HT Ong	
Q15	Is screening test for COVID-19 cost consider as variation or loss and expenses?	Teng Ching yee
A	As mentioned by HT Ong, if under force majeure the answer is probably no. But one can claim under other clauses, eg. compliance to law and legislation and if so, the answer is yes	
Q16	In Sri Lanka the government imposed curfew for considerable time, delared holidays and work from home times, After the curfew period CIDA published a mandatory guideline to follow to follow in Construction execution. Does these actions falls in to FIDIC 99 clause 13.5 Adjustments for changes in legislations and SBD II sub clause 13.6 Adjustments for changes in legislations which enable the Contractor to claim EOT and additional cost?????"	Harshsa Arsecularatne
A	As HT mentioned in his talk, it is whether this is consider a force majeure event under the contract and the amendments made to it. Knowing full well it may be defined as a force majeure event, some contractor may claim under other clauses, such as compliance to law	
Q17	Now that Pandemic has a precedent, which means in the future should it happen again cannot be categorized as unprecedented. In the future, wouldn't it be some sort of redundancy due to the possibility of it to be anticipated in the Contractor price proposal? (e.g: safety & health extra measures)	Andreas Rico Hasiholan
A	Many of us have not experience such pandemic before. But contractors tendering for work in ebola stricken countries will face the same predicament like what you mentioned. I think from now on, most QS will advise Clients to include all-in compliance to pandemic SOPs clauses in their tender documents. It will be up to contractor to weigh the risks and price for it accordingly.	
Q18	How contractors can claim all expenses to follow government requirements in Covid-19 that contractor has to pay? And how consultants or client want to include this expense in this contract ?	Haslinda Harun
A	HT mentioned claims on loss and expenses all depends on how the contract is drafted. If under force majeure, monetary claim may not be succesful but contract may allow one to claim under other clasues, eg compliance to laws and legislation. We have heard of Employers who have totally refused to consider any loss and expense claim. Personally I believe this will have a negative impact on the project. While not asking anyone to waive their contractual rughts, we may want to guide the parties towards a win-win agreement -	

Q19	Hi, if the project is considered to be essential, but contractor still cannot perform his obligation due to constraints from other countries, will they be entitled to EOT n cost?	Stephen Ang
A	On prima facie basis, yes, act of prevention may apply.	
Q20	If the contractor notify the cost claim with wrong clauses, are they still entitle for the claim?	Mandy Lee
A	I believe they will fail in their claims.	
Q21	What is the effect on the Time for Completion if the Contractor would have been delayed in completing the Works in any event (without a right to any EOT for such delay), and now is claiming an EOT on the basis of delays caused by COVID-19?"	Mohamed Muhazzam
A	If the root cause of the delay is not due to COVID-19 event, then the EOT claim is likely to be	
Q22	Please advise FIDIC 1987 ? Since don't have force majeure	Ashraf Ali
A	Please refer to latest FIDIC suite of contracts	
Q23	What I meant was some projects currently we are using 1987, so are we not entitled ?	Ashraf Ali
A	Force majeure clauses generally have to rely on what is actually stated in the contracts. Can't refer to others	
Q24	Is the Contractor claim loss and expenses for their management staff?	Mei Ling Fong
A	I think this is unlikely to succeed, if the cost does not benefit the Employer. (in the context of Covid-19)	
Q25	As per Fidic yellow book design and build contract there is a rider in the part of contract document .it says clause 8.4 extension of time for completion deleted point (d) and also in point (e) change the first word "any delay " to " any unforeseeable delay " in this case how we can Apply for the EOT .kindly your feedback	Nadarajah Kantharuban
A	COVID-19 is an unforeseeable event, which caused delay due to lockdown/suspension of works.	