Royal Institution of Surveyors Malaysia

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FOR MEMBERS ONLY

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HALF-DAY HYBRID SEMINAR
THE FUTURE OF CONSTRUCTION CONTRACTS
Reimagining PAM 2018, PWD 203A, FIDIC 2017, NEC4, NZS3910:2023, and STCC-RSP 2015 for 2030

The Half-Day Hybrid Seminar titled *The Future of Construction Contracts: Reimagining PAM 2018, PWD 203A, FIDIC 2017, NEC4, NZS3910:2023, and STCC-RSP 2015 for 2030* took place on 3 September 2025 at the RISM Resource Centre, Bangunan Juruukur, Jalan 52/4, 46200 Petaling Jaya. The event attracted an impressive turnout of 180 participants and carried two CPD points accredited by BQSM. The seminar brought together industry professionals, academics, and contract specialists to explore how construction contract drafting is evolving towards plain language by 2030, with a focus on clarity, accessibility, and the growing role of artificial intelligence. The atmosphere was one of enthusiasm and engagement as participants delved into how adopting plain language in contracts could enhance comprehension, efficiency, and professional competitiveness across the construction sector.

By 2030, construction contracts are anticipated to embrace plain language as the new standard, making them clearer, simpler, and more user-friendly.

The speakers, Sr Juwita Radzi and Associate Professor Sr Dr. Naseem Ameer Ali, captivated the audience as they discussed this transformation, referencing key standard forms such as PAM 2018, PWD 203A, FIDIC 2017, NEC4, NZS3910:2023, and STCC-RSP 2015. They introduced the 18-point Plain Language Drafting Guidelines for the Construction Industry, presented contract scorecards, and demonstrated before and after comparisons that highlighted the advantages of simplification. The discussion also extended to international developments including ISO 24495, the New Zealand Plain Language Act 2022, and the influence of AI in contract drafting. Drawing from her doctoral research using the Think Aloud Protocol and survey data, Sr Juwita demonstrated that rewritten clauses in plain language significantly improved readers' understanding.

Both speakers concluded that while AI will not replace professionals, those who adopt plain language will advance ahead of those who resist change.

The morning began with registration and light refreshments, setting a welcoming tone for participants to mingle before the session commenced. The seminar was moderated by Vice President (QS) Session 2025/2026, Sr Nazir Muhamad Nor, who also serves as the CEO of CIDB E-Construct Services Sdn Bhd. He outlined the housekeeping rules and warmly introduced the speakers who had travelled from Auckland, the City of Sails.

The first presentation was delivered by Associate Professor Sr Dr. Naseem Ameer Ali of Massey University, New Zealand, Past President of RISM and author of the world's first construction contract, STCC-RSP 2015, to be awarded the Plain Language Commission UK's Clear English Standard accreditation. His presentation

Plain language drafting guidelines for the construction industry

Plain language drafting guidelines for the construction industry - November 2024

No	Heading	Summary of guidelines
1	Contract structure	Structure the contract clauses in a logical order eg grouping clauses relating to time, cost, and quality clustered together
2	Definitions	Avoid excessive definitions especially definitions of ordinary English words
3	Sentence length	Keep the ***average*** words per sentence to about 20
4	Active and passive sentence	Prefer active sentence structures over passive ones, aim for 80% or more active sentences. Eg write the contractor must submit the programme instead of the programme must be submitted by the contractor
5	Brevity	Keep the clauses and the whole contract as brief as possible, but not at the expense of clarity
6	Cross referencing	Minimise multiple cross referencing
7	Lists and numbering	Use lists and numbering generously
8	Headings	Use clear headings and sub-headings
9	Font, spacing, and margin	Use an appropriate font type and size. Use white space generously and keep left hand margins justified.
10	Archaic language	Do not use archaic language or legalese like whereas and hereinbefore
11	Doublets and triplets	Omit redundant doublets and triplets like null and void
12	Simplest words	Use the simplest word that carries the meaning intended eg use instead of utilise
13	Legal terms of art	Use words that are consistent with sensible established industry practice and preserve ***necessary*** legal terms of art especially if there are no plainer alternatives
14	Gender-neutral writing	Write in gender-neutral language
15	Consistent use of words	Use words consistently to mean one thing throughout the contract eg the word 'contract' instead of interchanging it with 'agreement'
16	Parenthetical numerals	Do not repeat numbers in words and numerals in brackets
17	Serial comma (or Oxford comma)	Use the serial comma, also known as the Oxford comma
18	And/or	Do not use the heavily criticised 'and/or'. Instead use one or the other or alternative ways eg A or B or both.

Sr Dr. Naseem's 18-points plain language drafting guidelines

Criteria	Civil Engineering	Quantity Surveying	Software / AI Engineering
Minimum Body of Knowledge	✓ Globally accredited curricula (Washington Accord). Degree + professional training required.	✓ Accredited degrees (RICS, NZIQS, CIOB, AIQS). Structured pathways.	✗ No universal standard. Degrees exist but entry also via self-study/bootcamps.
Membership of Professional Body	✓ ICE (UK), Engineers Australia, EngNZ, etc. Chartership required for recognition. Title "engineer" often legally protected.	✓ RICS, NZIQS, CIOB, AIQS, etc. Membership required for "Chartered QS."	✗ BCS, IEEE, ACM exist but voluntary. "Software engineer" title not protected in most countries (exception: Canada).
Code of Ethics (Enforceable)	✓ Binding codes (ICE, Engineers Australia). Breach = discipline, suspension, loss of licence.	✓ Binding codes (RICS, NZIQS, CIOB). Sanctions include fines, suspension, expulsion.	△ Codes (BCS, IEEE, ACM) exist, but only apply to voluntary members. No universal enforcement.
Altruism / Duty to Public	✓ Explicit: duty to protect public safety, health, and welfare. Legal & institutional obligation.	✓ Explicit: duty to act in public, client, and profession's interest before self.	✗ Stated aspirationally in some codes (e.g., BCS), but not binding on all practitioners.
Overall Status	**Full profession** (meets all tests).	**Full profession** (meets all tests).	**Not yet a profession** in most Commonwealth jurisdictions (skilled occupation with partial professionalisation).

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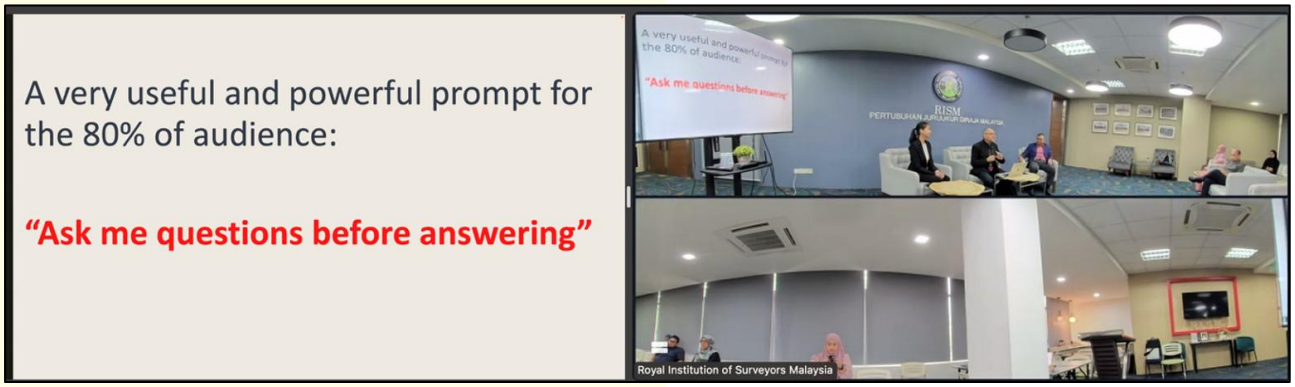
Not fact-checked yet



immediately captured the audience's attention as he demonstrated how Generative AI could assist in drafting contracts, impressively using only his mobile phone. He shared practical techniques for prompting AI effectively, including one particularly useful instruction, "Ask me questions before answering," which encourages ChatGPT to verify content more thoroughly. Dr Naseem reminded participants to always fact check AI generated material with experts and credible references, while also addressing the environmental implications of AI technology. He went on to introduce his 18 points plain language drafting guidelines specifically tailored for the construction industry, earning thoughtful engagement from the audience.

The session continued with a presentation by Sr Juwita Radzi, a Quantity Surveyor at Icon Co Pty (New Zealand), who holds three degrees from Universiti Malaya, a Bachelor of Quantity Surveying, a Master of Project Management, and a Bachelor of Jurisprudence, and is currently pursuing her PhD part time at Massey University under the supervision of Dr Naseem. Her talk, titled *Confessions of Confused Contract Readers,*

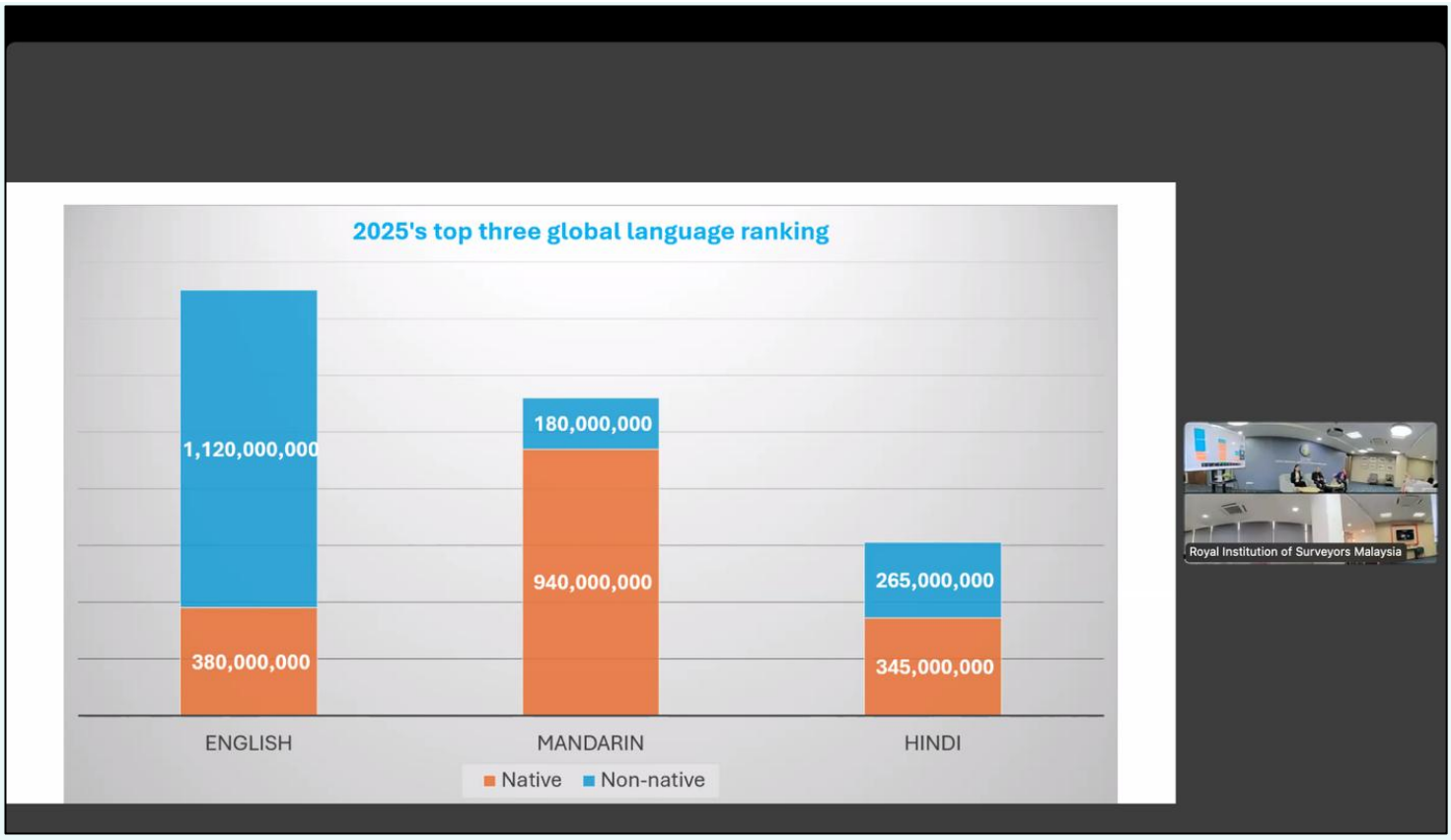
A Think Aloud Study on Four Standard Forms of Construction Contracts (SFCC), resonated strongly with attendees. She highlighted that although nearly half of construction professionals speak English, about 74.7% are non-native speakers, underscoring the need for simpler, more accessible contract language. Using real world examples, she demonstrated how complex clauses from FIDIC 2017, NEC4, NZS 3910:2023, and PAM 2018 could be rewritten using fewer words while retaining their meaning. She dissected PAM 2018 Clause 30.1 (second sentence), originally containing 66 words, and showed how it could be reduced to three clear ideas. Her Think Aloud Protocol (TAP) methodology provided compelling evidence of improved understanding among readers. She also unveiled her enhanced version of the 18 point plain language drafting guideline and invited participants to validate contract meanings through a QR code exercise, which prompted lively participation from both in person and online attendees.

After a short 15 minute break, the seminar resumed with Dr Naseem's second presentation on the ISO 24495,1 Plain Language, Part 1 standard. He explained that this international standard sets out principles and guidelines for developing plain language documents based on four key pillars, relevance, findability, understandability, and usability.

He emphasised that plain language contracts should be established before developing smart contracts to ensure clarity and mutual understanding. The audience was particularly intrigued as he demonstrated practical applications of the 18 drafting guidelines, showing how they could be integrated into standard forms of construction contracts.

The event concluded with a lively Q&A session moderated by Sr Nazir, during which participants both in person and online raised insightful questions about the future of contract drafting, the ethical use of AI, and global best practices. The exchange of ideas reflected the enthusiasm and forward thinking approach of the construction community. The seminar closed with refreshments and a networking session, offering participants the opportunity to connect, share experiences, and continue the stimulating discussions that had unfolded throughout the morning. The session concluded at 1:15 PM. RISM QS Academy and Education subcommittee expressed its sincere appreciation to the moderator, Sr Nazir Muhamad Nor, and the distinguished speakers, Associate Professor Sr Dr Naseem Ameer Ali and Sr Juwita Radzi, for their inspiring presentations and invaluable contributions, which left participants energised and optimistic about the evolving future of construction contracts.

English or Native Speakers Distribution



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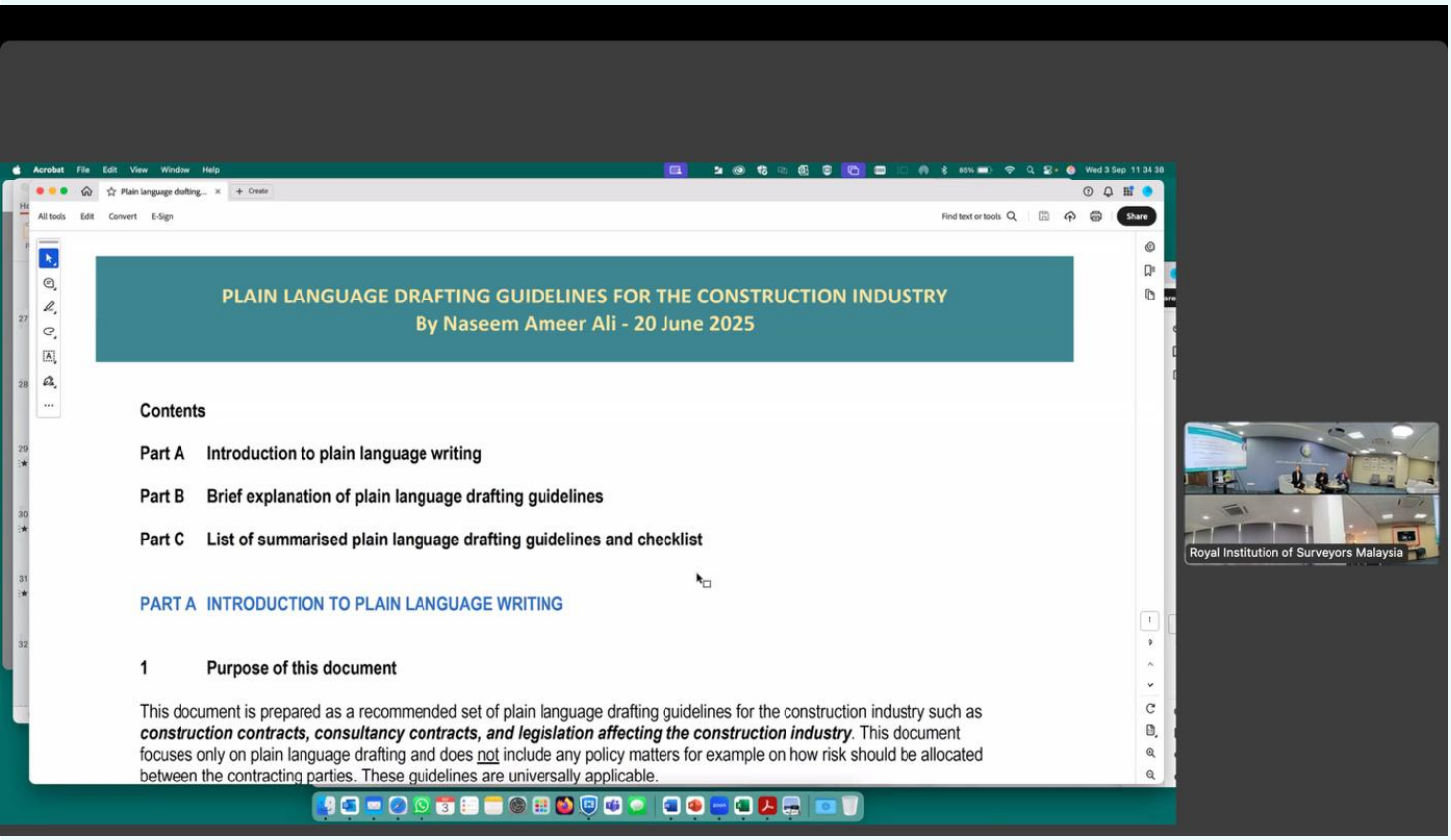
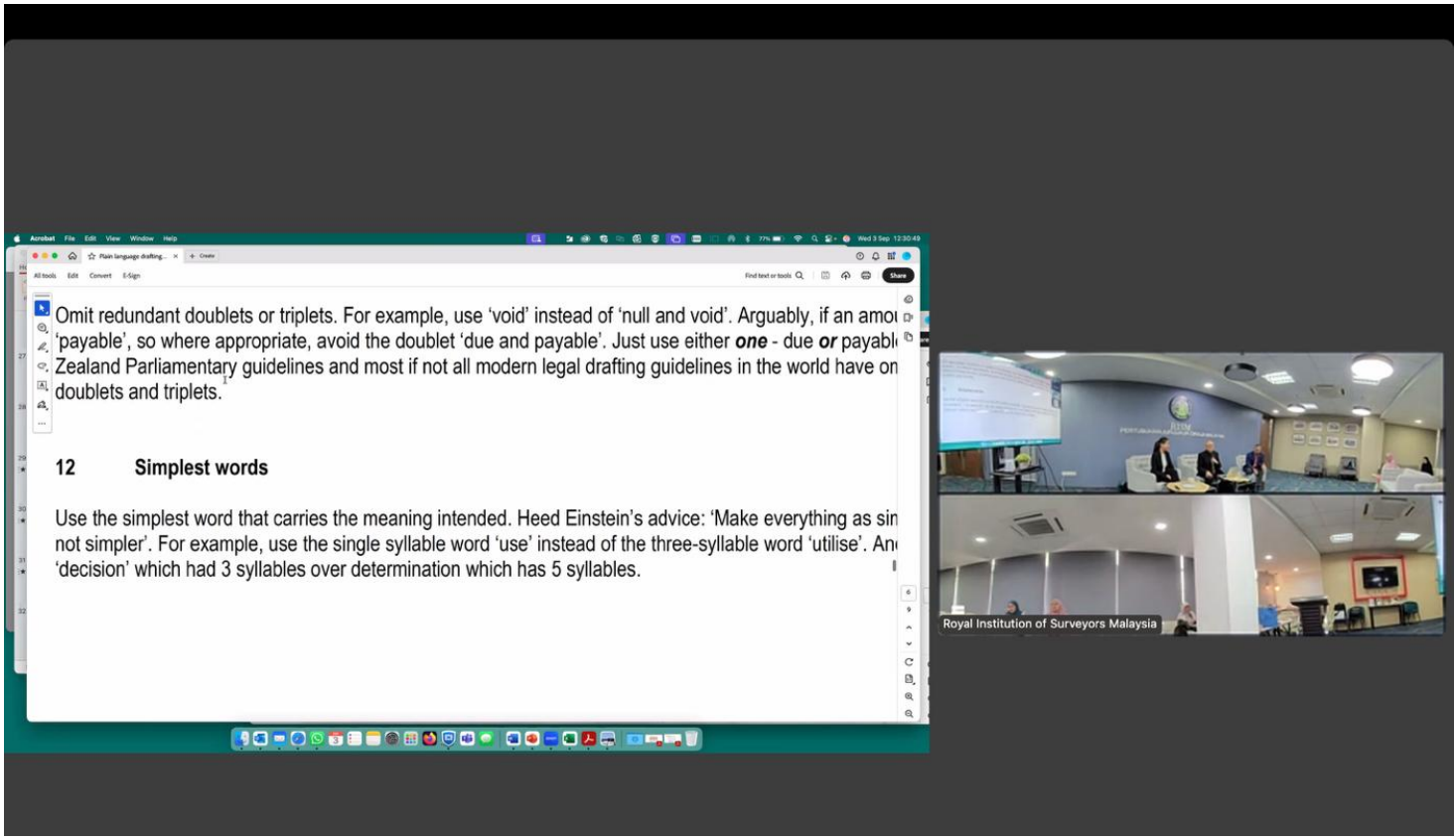


Plain Language Drafting Guidelines for the Construction Industry



Plain Language uses simple words

How words grow into plain language

FIDIC Red Book 2017, clause 14.3 (iii)

- Why sub-paragraphs (vi) is not placed before sub-para (iii) to make the flow more logical and easier to comprehend?
- The bizarre placement of item sequence under the second paragraph had confused some TAP participants in which they referred to sub-para (iv) when reading sub-para (vi) reference.

The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

(i) the estimated contract value of the Works executed, and the Contractor's Documents produced, up to the end of the period of payment (including Variations but excluding items described in sub-paragraphs (ii) to (x) below);

(ii) any amounts to be added and/or deducted for changes in Laws under Sub-Clause 13.6 [*Adjustments for Changes in Laws*], and for changes in Cost under Sub-Clause 13.7 [*Adjustments for Changes in Cost*];

(iii) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Contract Data to the total of the amounts under sub-paragraphs (i), (ii) and (vi) of this Sub-Clause, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Contract Data;

(iv) any amounts to be added and/or deducted for the advance payment and repayments under Sub-Clause 14.2 [*Advance Payment*];

(v) any amounts to be added and/or deducted for Plant and Materials under Sub-Clause 14.5 [*Plant and Materials intended for the Works*];

(vi) any other additions and/or deductions which have become due under the Contract or otherwise, including those under Sub-Clause 3.7 [*Agreement or Determination*];

(vii) any amounts to be added and/or deducted for Provisional Sums under Sub-Clause 13.4 [*Provisional Sums*];

(viii) any amount to be added for release of Retention Money under Sub-Clause 14.9 [*Release of Retention Money*];

(ix) any amount to be deducted for the Contractor's use of utilities provided by the Employer under Sub-Clause 4.19 [*Temporary Utilities*];

FIDIC Red Book 2017, clause 14.3 (iii)

AFTER:

- Reordered sequencing to improve coherence
- Regroup ideas to declutter
- Breakdown information using bulleted list

14.3.3 Payment claim Statement breakdown

Payment claims must, where applicable, include:

(a) the value of contract Works and Variations completed, including Contractor's Documents produced up to the end of the payment period;

(b) adjustments for changes in Laws under subclause 13.6, and for changes in Cost under subclause 13.7;

(c) adjustments due under the Contract or other grounds, including those agreed or determined under subclause 3.7;

(d) deductions for retention;

(e) adjustments for advance payment and its repayment under subclause 14.2;

(f) adjustments for Plant and Materials intended for the Works under subclause 14.5;

(g) adjustments for Provisional Sums under subclause 13.4;

(h) release of Retention Money under subclause 14.9;

(i) adjustments for the Contractor's use of utilities provided by the Employer under subclause 4.19; and

(j) deductions for all amounts certified in previous Payment Certificates.

The deductions for retention under subclause 14.3.3 (d) must:

- be calculated by applying the percentage provided in the Contract Data to the total amounts under subclause 14.3.3 (a), (b) and (c); and
- continue up to the limit provided in the Contract Data.

Before and After of Clause 14.3 (iii) FIDIC Red Book 2017

Certificate of Appreciation
presented by
RISM President
YBrs. Sr Wan Ainon
Zuraiha Khalid
to
Sr Nazir bin Muhamad Nor

Certificate of Appreciation
presented by
RISM President
YBrs. Sr Wan Ainon
Zuraiha Khalid
to
Sr Dr. Naseem Ameer Ali

Certificate of Appreciation presented by RISM President YBrs. Sr Wan Ainon Zuraiha Khalid to Sr Juwita Radzi

Feel free to scan the QR code to participate in Sr Juwita Radzi's research on the study examines the degree of similarity in meaning between different versions of construction contract clauses. The result will help enhance clarity in construction contracts.

Held on 10 September 2025, the RISM QS Academy & Education Subcommittee successfully hosted an engaging webinar via Zoom, attracting an impressive turnout of 80 participants. The session offered 2 CPD points (BQSM) and captivated attendees with a dynamic exchange of knowledge, reflections, and global insights.

The webinar set out to reflect on the decade-long evolution of the International Construction Measurement Standards (ICMS), which has now matured into the International Cost Management Standards, a global framework that unites lifecycle cost and carbon reporting. This transformation marks a milestone in promoting transparency, informed decision-making, and sustainability across the built environment. Participants were also treated to valuable highlights from the 2025 Turner & Townsend Global Construction Market Intelligence (GCMI) Report, which shed light on current and emerging market trends, challenges, and opportunities within both global and Malaysian contexts.

Moderated by Sr Dr. Angeline Loo Siaw Chuing, Chair of the RISM QS Academy & Education Subcommittee (Session 2025/2026), the webinar commenced promptly at 9:30 a.m. (MYT) and 9:30 p.m. (EST) for international speaker Dr. Anil Sawhney, Head of Sustainability at RICS and Chair of the ICMS Standard Setting Committee. Dr. Anil opened the session with an insightful presentation titled *"A Decade of ICMS: Shaping the Future of Life Cycle Cost and Carbon Management."* He traced ICMS's transformative journey over the past ten years, from a cost measurement standard to a comprehensive system integrating lifecycle cost and carbon emissions reporting. Dr. Anil introduced the third edition (ICMS3), which features a detailed taxonomy with four classification levels, providing global consistency in cost and carbon reporting. He also showcased multilingual accessibility of ICMS3 and highlighted essential resources such as the RICS Carbon Toolkit, Built Environment Carbon Database (BECD), and Life Cycle Cost and Carbon Learning Modules, all designed to guide the industry towards a sustainable, net-zero future.

Following an engaging Q&A and Dr. Anil's heartfelt sign-off from Washington, D.C., the session continued with Sr Dr. Ong See Lian, Director & Strategic Adviser at Turner & Townsend Malaysia and former ICMS Committee Chair (2015–2020). His presentation on the 2025 Turner & Townsend GCMI Report revealed a cautiously optimistic global outlook, with construction inflation easing to around 3.9% and

markets showing signs of stabilisation despite persistent skilled labour shortages. He noted that sectors such as data centres, life sciences, and advanced manufacturing are driving growth, supported by increasing digitalisation and sustainability in project delivery.

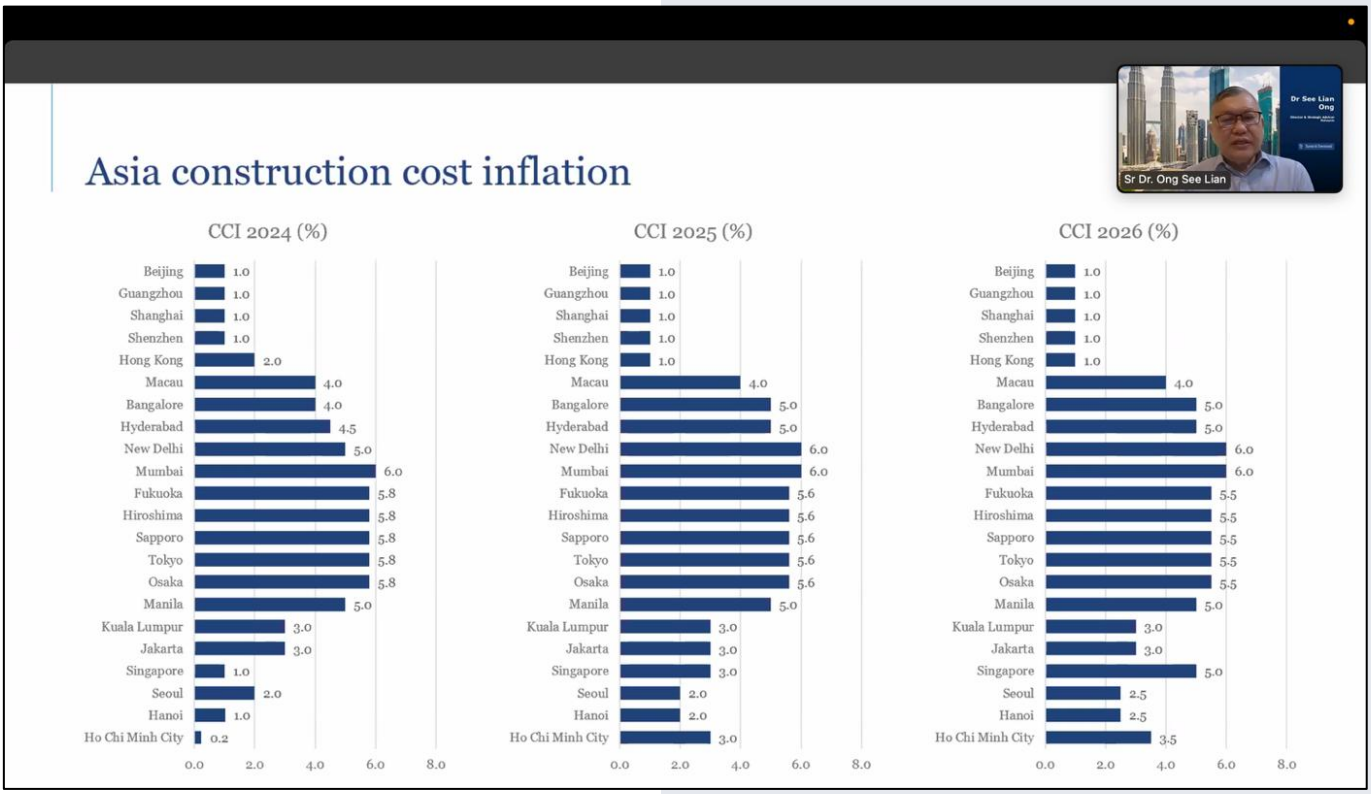
Dr. Ong's focus then shifted to the Malaysian construction landscape, where costs average US$1,354/m², presenting strong value for investors. He highlighted significant growth driven by major infrastructure projects like MRT3, Penang LRT, and the Pan Borneo Highway, alongside the booming data centre developments in Johor and Cyberjaya. Despite challenges such as labour constraints and tax implications, Malaysia continues to shine as a competitive and stable investment hub. Backed by a 19% year-on-year increase in private investments, totalling MYR190.3 billion in H1 2025, and a robust Bursa Malaysia Construction Index, the country is well-positioned for sustainable growth.

Dr. Ong concluded with an inspiring remark, *"Malaysia may no longer be the cheapest, but it is one of the smartest investment choices in Southeast Asia."*

The session concluded around 12:00 p.m. (MYT) after an engaging round of questions and discussions.

In closing, the RISM QS Academy & Education Subcommittee extended heartfelt appreciation to both esteemed speakers, Dr. Anil Sawhney and Sr Dr. Ong See Lian, for their invaluable contributions and thought-provoking insights. Their presentations not only deepened understanding of the evolving cost management standards, but also inspired professionals to embrace sustainability, innovation, and data-driven decision-making in shaping the future of the construction industry.

Presentation by Dr. Anil Sawhney



Presentation by Sr Dr. Ong See Lian

THE ROAD TO RISM INTER-DIVISION PICKLEBALL: FORGING THE FOUNDATION FOR TOURNAMENT PLAY

Held on 9 September 2025 at Hyprground Pickleball, Petaling Jaya, this milestone marked the culmination of a month-long basic training program that transformed a group of enthusiastic players into a confident and competitive pickleball team. What began as casual play soon evolved into disciplined preparation, blending athletic energy with the finesse and strategy required for the upcoming RISM Inter-Division Pickleball Tournament.

The training journey began with mastering the fundamentals, the serve, the return, and the rhythm of controlled placement. Participants learned that pickleball is not merely a contest of strength, but a game of precision, patience, and tactical thinking. Early sessions focused on consistent deep serves and strategic returns that immediately placed opponents under pressure. The sacred Non-Volley Zone (NVZ), affectionately known as “The Kitchen,” became the team’s prime area of study. Understanding its seven-foot geometry and the etiquette governing it proved essential, transforming hesitant newcomers into players with disciplined control and clear court awareness.

As the sessions progressed, the training shifted to the heart of the game, the mid-court exchanges where finesse triumphs over force. Here, participants embraced the subtleties of the “soft game,” learning to wield the dink shot not as a timid play, but as a calculated move to lure opponents into error. Precision replaced power as volleys became sharper, and transitions from defense to offense grew more fluid.

With each rally, players developed a keen sense of timing and control, dictating the pace of play from the NVZ line with newfound confidence.

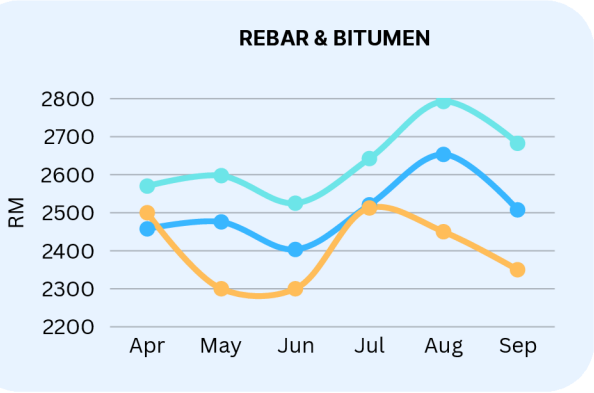
The final phase of training synthesized all skills into competitive doubles strategy. Individual technique evolved into team coordination, emphasizing communication, coverage, and the all-important third shot drop, the shot that decides who earns control of the net. Simulated match play sessions recreated tournament intensity, preparing players for real-world pressure and refining their ability to perform under competitive conditions. These sessions revealed the importance of seamless partner communication, swift positional switching, and mental resilience during high-stakes points.

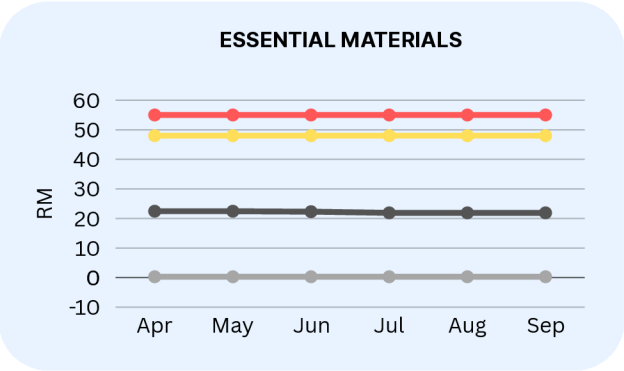
By the conclusion of the program, the transformation was unmistakable. The team moved with greater cohesion, anticipation, and purpose, embodying not only technical mastery but also the sportsmanship that defines pickleball. The basic training program was a resounding success, laying a strong foundation for tournament play. While refinement under pressure remains a continuous pursuit, the team now steps confidently into the competition phase, ready to test their skills, strategy, and synergy on the RISM court.

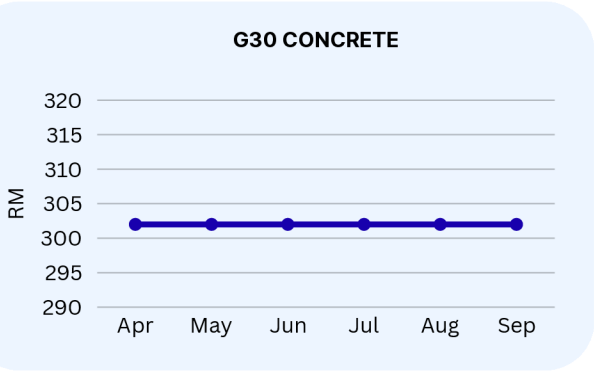
Good players inspire themselves. Great coaches inspire everyone

BUILDING MATERIAL PRICES (SEPTEMBER 2025)

Material	Unit	Price (RM)	Last Change	
			RM	%
R10 Rebar	tonne	2,682.50	-110.00	-3.94
Y12 Rebar	tonne	2,507.50	-145.83	-5.50
G30 Concrete	m^3	302.00	unch	unch
Normal River Sand	tonne	48.00	unch	unch
OP Cement	bag	21.90	unch	unch
Aggregate 3/4"	tonne	55.00	unch	unch
Cement Sand Brick	piece	0.29	unch	unch
Bitumen 60/70	tonne	2,350.00	-100.00	-4.08







Building material prices in September 2025 show a continued softening across key construction commodities, particularly in steel and bitumen. R10 and Y12 rebar prices fell by 3.94% and 5.5% respectively, reflecting the global oversupply of steel caused by China's slower construction activity and reduced infrastructure stimulus. Meanwhile, bitumen dropped 4.08%, a downstream effect of moderating crude oil prices after months of geopolitical uncertainty in the Middle East stabilised and OPEC+ maintained output discipline. These downward shifts suggest the market is normalising after earlier supply chain tensions and energy price spikes, easing cost pressures for infrastructure and property developers.

However, stability in materials such as G30 concrete, cement, and aggregates signals that domestic demand in Malaysia remains resilient despite the global slowdown. The unchanged prices for essential materials suggest steady construction activity supported by government-led housing and industrial projects. Yet, this equilibrium could be fragile. Any resurgence in global energy prices or escalation in geopolitical conflicts affecting trade routes could quickly reverse these gains. For now, the data paints a cautiously optimistic picture, localised resilience amid a globally deflating commodities cycle.

Access more historical price data and updates at n3c.cidb.gov.my