

9. Standard Letters and Notices in English use by the contractor (with comments)

Summary of the standard letters and notices for use by the contractor under the conditions of contract for works of civil engineering construction fourth edition.

Ref.	Subject	Contract Clause(s)
1.	Agreement or objection to assignment by the Employer	1.1(a)
2.	Request for written notification of the delegated powers of the engineer	2.2
3.	Dissatisfaction with an instruction of the Engineer's Representative	2.3(b)
4.	Request for consent to sublet	4
5.	Request for clarification of ambiguity or discrepancy in the Documentation and possible additional cost	5.2
6.	Request for additional information, disruption of progress	6.3
7.	Notice of delay in the issue of any drawing or instruction	6.4
8.	Submission of design work for approval	7.2
9.	Performance Security	10.1
10.	Advice that performance security has been provided	10.1
11.	Notice of not foreseeable physical obstructions or conditions on site	12.2/44
12.	Notice of legally or physically impossible work	13.1/55.1
13.	Submission of program	14.1
14.	Cash flow estimate to be submitted	14.3
15.	Request for reimbursement of costs in correcting inaccurate setting out data	17.1
16.	Reimbursement for exploratory works	18.1
17.	Letter advising of employers liability to insure the works after issue of Taking-over certificate	20.1
18.	Claims loss or damage in respect of employer's risks	20.43
19.	Evidence and terms of insurance	25.1
20.	Notice of fossils, geological or archaeological interest	27.1
21.	Claims for reimbursement of additional costs and extension of time	27.1
22.	Request for the reimbursement of costs associated with patent rights	28
23.	Notification of damage to a road or bridge on the route to site	30.3
24.	Letter to engineer requesting payment for services provided	31.2
25.	Return of labor and contractor's equipment	35.1
26.	Application for cost of samples	36.2
27.	Request for extension of time and cost reimbursement where tests not provided	36.5
28.	Examination of work before covering up	38.2
29.	Reimbursement of costs for opening up the works for inspection	38.2
30.	Disagreement with engineer instruction to remove improper work	39.1
31.	Notice of delay and additional cost arising from suspension of work	40.1
32.	Request for permission to proceed with suspended work	40.3
33.	Notice to treat suspended work as omitted from contract	40.3
34.	Confirmation of commencement of work	41.1
35.	Proposals for commencement	42.1
36.	Application for extension of time	44.2(a)
37.	Detailed particulars of claim	44.2(b)
38.	Interim, final particulars of claim	44.3
39.	Request for permission to work night/weekend shifts	45.1
40.	Taking-over certificate	48.1
41.	Taking over of sections or parts	48.2
42.	Clarification of works of repair	49.2
43.	Request for reimbursement of costs associated with the engineer's Instruction to search for the cause of a defect	50.1
44.	Confirmation of instruction	51.2
45.	Notification of varied rate	52.2

Ref.	Subject	Contract Clause(s)
46.	Notification of variations exceeding 15%	52.3
47.	Day work record	52.4
48.	Monthly day work statement	52.4
49.	Notice of claim	53.1
50.	Substantiation of claim	53.3
51.	Substantiation of claim continuing event	53.3
52.	Assistance with customs clearance	54.3
53.	Assistance with re-export of constructional equipment	54.4
54.	Consent for the removal of equipment from site	54.1
55.	Notice of disagreement / agreement with measurement records and drawings	56.1
56.	Objection to the nomination of a nominated subcontractor	59.2
57.	Design liability under a nominated sub contract	59.3
58.	Proof of payment to a nominated subcontractor	59.5
59.	Notice of withholding payment to a nominated subcontractor	59.5
60.	Monthly statement	60.1
61.	Notification of non payment	60.1
62.	Release of retention money	60.3
63.	Statement at completion	60.5
64.	Draft final statement	60.6
65.	Discharge pursuant to clause 60.7 of the conditions	60.7
66.	Release of second half of retention money	60.3
67.	Defects liability certificate	62.1
68.	Damage to work by special risks	65.3
69.	Increased costs arising from the consequence of a special risk	65.5
70.	Request for an engineer's decision	67.1
71.	Notices of contractor	68.1
72.	Change of address	68.3
73.	Notice of termination of contract	69.1
74.	Entitlement to suspend work	69.4
75.	Currency restrictions	71.1

FIDIC LETTERS

**1. Agreement or objection to assignment by the Employer
1.1(a)**

To
The Employer

Date.....

Dear Sir

**Contractors Agreement/Objection to the Assignment
Of The Contract by the Employer**

**We refer to the request in your letter dated (/recent intimation) to us
whereby you confirmed your wish to assign your contractual rights to
..... Pursuant to Clause 1.1 (a) of the conditions.**

We are pleased to confirm our agreement to this request subject to satisfactory assurances
that..... are fully aware of their current and future liabilities
to us under the contract Agreement.

(Alternatively – We regret that we are unable to agree to your request and would suggest that
we meet urgently to discuss this matter further.)

Yours faithfully

.....
Contractor Ltd

2. Request for written notification of the delegated powers of the engineer
2.2

To
The Engineer

Date.....

Dear Sir

Request for notification of the Delegated Powers of the Engineer

With reference to Clause 2.2 of the Conditions we note that we have yet to receive written notice of the powers delegated to your representative.

You will be aware that to permit the efficient administration of the contract both the Employer and ourselves require written notice of such delegated powers as soon as possible as required by Clause 2.3 of the conditions.

In the meantime we contractually unable to accept instruction from your representative other than those in respect of supervision, testing and examination of materials and workmanship incorporated into the works and the present situation may/will disrupt the progress of the works.

Yours faithfully

.....
Contractor Ltd

3. Dissatisfaction with an instruction of the Engineer's Representative 2.3(b)

To
The Engineer

Date.....

Dear Sir

Dissatisfaction with an Instruction of the Engineer's Representative

We write to acknowledge receipt of Instruction No Relating to
..... Issued by your Representative.

We have considered this instruction carefully and believe this to be contrary to the spirit and intention of the Contract and therefore question this pursuant to confirmed/reversed/varied accordingly.

Yours faithfully

.....
Contractor Ltd

4. Request for consent to sublet

4

To
The Engineer

Date.....

Dear Sir

Request for Consent to Sublet

In accordance with the requirements of Clause 4.1 of the Conditions we are writing to seek your consent to subcontract the following work items to the companies named –

Item of Work

Company

We are satisfied that the Companies named have the resources and competence to carry out the works in a satisfactory and timely manner.

Yours faithfully

.....
Contractor Ltd

5. Request for clarification of ambiguity or discrepancy in the Documentation and possible additional cost 5.2

TO

Date

The Engineer

Dear Sir

Request for Clarification of Ambiguity (and for reimbursement of extra cost)

May we draw your attention to an apparent ambiguity between the description given in Bill of Quantities Item and the contradictory specification item page number (or say between figured and scaled dimensions for.....).

We therefore request clarification of this discrepancy pursuant to Clause 5.2 of the Conditions and if you deem necessary the issue of an instruction.

Should any such instruction cause extra cost, which could not have been reasonably foreseen we assume that you will be certifying an additional sum to cover the amount involved.

Yours faithfully

.....
Contractor Ltd

6. Request for additional information, disruption of progress

6.3

To
The Engineer
(Copy to Employer)

Date.....

Dear Sir

Request for Additional Information Disruption of Progress

Further to our discussion with your Representative and pursuant to Clause 6.3 of the Conditions we now write to confirm that the execution of the works is likely to be delayed or disrupted unless details are issued by you within a reasonable time. Such delay or disruption will incur additional consequential costs.

Our requirements were indicated on the program issued to you on and to avoid delay the details requested should be made available to us not later than.....

Yours faithfully

.....
Contractor Ltd

7. Notice of delay in the issue of any drawing or instruction 6.4

To
The Engineer

Date

Dear Sir

Notice of Delay in the issue of Information

Further to our letter reference dated and to our program issued on the it has become apparent that the non receipt of the information requested is now delaying our work and we therefore give notice of delay and additional cost pursuant to Clause 6.3 of the conditions.

It is considered that an extension of time may also be required and we therefore give notice of our request for this pursuant to Clause 44 of the Conditions.

We shall in support of the above keep contemporary records as may reasonably be necessary to support our claims pursuant to Clause 53.1 of the Conditions.

Yours faithfully

.....
Contractor Ltd

8. Submission of design work for approval

7.2

To
The Engineer

Date.....

Dear Sir

Permanent Works Designed by the Contractor

In accordance with Clause 7.2 of the Conditions we have pleasure in enclosing our detailed drawings and design calculations for the And look forward to receiving your approval to these within the next seven days.

Yours faithfully

.....
Contractor Ltd

9. Performance Security

10.1

To
The Engineer

Date.....

Dear Sir

Performance Security

We are pleased to advise you that pursuant to Clause 10.1 of the Conditions we have today provided to the Employer the Performance Security in the form annexed to the tender documents and as agreed between the Employer and ourselves as per the attached copy letter.

Yours faithfully

.....
Contractor Ltd

10. Advice that performance security has been provided10.1

To
The Employer
(Copy to Engineer)

Date.....

Dear Sir

Performance Security

We pleased in enclosing the performance Security as required and in accordance with Clause 10.1 of the Conditions.

This has been executed by the Institution approved by you and is in the Form annexed to the Appendix to the Tender Documents.

We trust that this will be entirely satisfactory to you and would appreciate your acknowledgement for our records.

Yours faithfully

.....
Contractor Ltd

**11. Notice of not foreseeable physical obstructions or
conditions on site 12.2/44**

To
The Engineer

Date.....

Dear Sir

Notice of Not Foreseeable Physical Obstruction or Conditions

In accordance with the requirements of Clause 12.2 of the Conditions we write to give notice that we have encountered physical obstructions on site which in our opinion were not foreseeable by an experienced contractor.

The physical obstruction is and located

Yours faithfully

.....
Contractor Ltd

12. Notice of legally or physically impossible work
13.1/55.1

To
The Engineer

Date.....

Dear Sir

Legally/Physically Impossible Work

Pursuant to Clause 13.1 of the Conditions we write to give notice that having examined your Drawings it is apparent that the work as designed cannot be constructed because it fails to /or is physically impossible to construct because.....

Since this is a matter for which we are not liable under Clause 13.1 may we request an instruction to vary the works pursuant to Clause 51.1

Yours faithfully

.....
Contractor Ltd

13. Submission of program

14.1

To
The Engineer

Date.....

Dear Sir

Submission of Program

As required under Clause 14.1 of the Conditions we have pleasure in enclosing our program for the works, which is in the form and detail discussed with you.

As recently requested by you we also enclose a method study giving a general description of the arrangements and methods, which we propose to adopt for the execution of the works.

This also gives dates for our specific requirements for information related to our program and we shall be happy to discuss these further should this be necessary.

Yours faithfully

.....
Contractor Ltd

Enc.: Program Ref
 Method Statement

14. Cash flow estimate to be submitted

14.3

To
The Engineer

Date.....

Dear Sir

Cash Flow Estimate

Pursuant to Clause 14.3 of the Conditions we have pleasure in enclosing our Cash Flow Estimate for the Contract and trust that you will find this adequate for your purposes.

We anticipate that there will be adjustments required from time to time and we shall arrange to issue revised Cash Flow Estimates on a quarterly basis and trust that this will be acceptable.

Yours faithfully

.....
Contractor Ltd

Enc.: Cash Flow Estimate

15. Request for reimbursement of costs in correcting inaccurate setting out data 17.1

To
The Engineer

Date.....

Dear Sir

Request for reimbursement of costs in correcting inaccurate setting out data

We refer to your drawing No..... which gives details of setting out points. Lines and levels of reference for all parts of the works.

It has now become apparent that the drawing is inaccurate in so much that And that we have as a direct result of working to the information given incurred expense in correcting the setting out and correcting faulty construction work.

May we therefore request that the additional costs that we have incurred be reimbursed to us pursuant to Clause 17.1 of the Conditions.

To enable you to determine an addition to the contract price in accordance with Clause 52 we are maintaining contemporary records and these are available to you to assist your determination.

Yours faithfully

.....
Contractor Ltd

16. Reimbursement for exploratory works

18.1

To
The Engineer

Date.....

Dear Sir

Boreholes and Exploratory Excavation

Further to your Representative's recent request we are writing to confirm that we have completed the exploratory excavation work.

This work is not covered by either a Bill of Quantities item or included therein as a provisional sum.

May we therefore request an instruction under the provisions of Clause 51, pursuant to Clause 18.1 of the Conditions

Yours faithfully

.....
Contractor Ltd

**17. Letter advising of employers liability to insure the works
after issue of Taking-over certificate 20.1**

To
The Engineer

Date.....

Dear Sir

Employer's Liability to insure the Works after the issue of the Taking-Over Certificate

Now that you have confirmed that you will be issuing the Taking-Over Certificate for Section of the Works/Taking-Over Certificate for the whole of the works may we draw your attention to the fact that the care and insurance of that Section/whole of the works will pass to the Employer and that the Employer should be made aware of this to avoid the possibility of the works being uninsured as a result of the operation of Clause 20.1 of the Conditions.

Yours faithfully

.....
Contractor Ltd

**18. Claims loss or damage in respect of employer's risks
20.43**

To
The Engineer

Date.....

Dear Sir

Claim for reimbursement of the cost of repairs in respect of an Employer's Risk

We refer to your instruction to carry out rectification works arising from

Since this requirement has arisen as a direct result of one of the Employer's Risks as listed under Clause 20.4 of the Conditions we shall require you to determine the cost of the work involved and for this to be added to the contract sum as provided for pursuant to Clause 20.3 of the Conditions.

Yours faithfully

.....
Contractor Ltd

19. Evidence and terms of insurance

25.1

To
The Engineer

Date.....

Dear Sir

Evidence and Terms of Insurance

We are writing to confirm that pursuant to Clause 25.1 of the Conditions that we are providing the policies of Insurance to the Employer.

The Insurance effected are consistent with the general terms agreed prior to the issue of the Letter of Acceptance.

Yours faithfully

.....
Contractor Ltd

20. Notice of fossils, geological or archaeological interest
27.1

To
The Engineer

Date.....

Dear Sir

Notice of the discovery of an Item of Geological and/or Archaeological Interest

In accordance with Clause 27.1 of the Conditions we write to give you notice of the discovery on site of

We are complying with the general obligations of Clause 27.1 to take reasonable precautions to protect the find and would ask for your immediate instruction for dealing with this discovery.

As a result of this obligation we have to advise you that the works are now being delayed and we shall be seeking an extension of time and reimbursement of our additional costs.

Yours faithfully

.....
Contractor Ltd

21. Claims for reimbursement of additional costs and extension of time 27.1

To
The Engineer

Date.....

Dear Sir

Reimbursement of Additional Costs and Extension of Time arising from the Discovery of an Item of Geological/Archaeological Interest

We refer to the recent discovery on site of And your subsequent instructions, which we are able to confirm, have now been complied with.

As a result of complying with your instructions the works have been delayed and additional costs have been incurred

We have maintained such contemporary records as we feel necessary or as may be required by you and these are attached to support our claim for additional costs and for an extension of time pursuant to Clause 44.

We look forward to your reply determination of this application pursuant to Clause 27.1

Yours faithfully

.....
Contractor Ltd

Enc:

**22. Request for the reimbursement of costs associated with
patent rights 28**

To
The Engineer

Date.....

Dear Sir

**Request for the Reimbursement of the Costs Associated with Patent Rights/Royalties in
respect of Varied Works**

As a result of your Instruction No..... which varies the works we have
incurred patent Rights/Royalty charges and associated costs.

The total cost incurred amounts to and we are requesting that such amount
be added to the Contract price pursuant to Clause 28 of the Conditions.

Yours faithfully

.....
Contractor Ltd

**23. Notification of damage to a road or bridge on the route
to site 30.3**

To
The Engineer

Date.....

Dear Sir

Notification of Damage to a Road or Bridge on the Route to Site

We are writing to advise you that pursuant to Clause 30.3 of the Conditions we have been made aware of damage caused to the road communicating with the site (or bridge on the route to the site) located at and arising from the transport of construction plant (or materials).

We have received a claim from the Ministry of roads (name of Authority) being the authority responsible and entitled to present such a claim and append details of this for your information.

Yours faithfully

.....
Contractor Ltd

Enc:

24. Letter to engineer requesting payment for services provided 31.2

To
The Engineer

Date.....

Dear Sir

Facilities provided for a duly constituted Authority

In accordance with your instructions dated..... We are writing to confirm that we have now made available to..... A duly constituted authority, facilities for which we are responsible for the maintenance and (or special facilities for which we are responsible) consisting of

We confirm that the charges involved for the use (or service provided) are as the attached details pursuant to Clause 31.2 of the Conditions and we trust that these will be added to the Contract price in accordance with the provisions of Clause 52.

Yours faithfully

.....
Contractor Ltd

Enc:

25. Return of labor and contractor's equipment 35.1

To
The Engineer

Date.....

Dear Sir

Return of Labour and Equipment

As discussed with you we attach herewith our return of staff, labour and equipment on site for week ended Pursuant to Clause 35.1 of the Conditions.

The form, which is in the detail requested, will now be submitted weekly in arrears.

Yours faithfully

.....
Contractor Ltd

Enc:

26. Application for cost of samples

36.2

To
The Engineer

Date.....

Dear Sir

Application for the Cost of Samples

We refer to your instruction for the supply of samples of

These have now been supplied and since the supply was clearly not provided for in the Contract application is made for the reimbursement of the cost of these pursuant to Clause 36.2 of the Conditions.

Yours faithfully

.....
Contractor Ltd

**27. Request for extension of time and cost reimbursement
where tests not provide 36.5**

To
The Engineer

Date.....

Dear Sir

Request for determination pursuant to Clause 36.5 of the Conditions

Further to your Instruction dated Testing has been carried out on
and you have confirmed that these tests have been completed to your satisfaction and that the
materials/plant/workmanship were found to be in accordance with the Contract requirements.

As these tests were not provided for in the Contract and as a result delay to our program and
additional costs have been incurred, we are writing to request that pursuant to Clause 36.5 of
the Conditions you determine the extension of time to which we are entitled and also the
amount of the costs to be added to the Contract price.

We attach our record of the delay incurred and the total costs, which were involved.

Yours faithfully

.....
Contractor Ltd

Enc:

28. Examination of work before covering up

38.2

To
The Engineer

Date.....

Dear Sir

Examination (and measurement) of work before Covering Up

We are writing to give you notice pursuant to Clause 38.1 that the following works
..... located at Are about to be covered up and that these works
are available or will be available on for examination by you.

Will you please arrange to attend for examination and/or measurement without delay or
advise us should you feel your attendance is not necessary.

Yours faithfully

.....
Contractor Ltd

29. Reimbursement of costs for opening up the works for inspection 38.2

To
The Engineer

Date.....

Dear Sir

Reimbursement of costs for Opening up the works for Inspection

We refer to your Instruction Being the opening up of works for Inspection.

Further to your inspection you have expressed satisfaction with the work opened up and having complied with Clause 38.1 of the Conditions we now request that the costs together with the cost of making good be added to the Contract Sum pursuant to Clause 38.2 of the Conditions.

Our records to Substantiate the costs incurred are attached and we trust will be of assistance in the determination of the cost.

Yours faithfully

.....
Contractor Ltd

**30. Disagreement with engineer instruction to remove
improper work 39.1**

To
The Engineer

Date.....

Dear Sir

Removal of Improper Work

We refer to your Instruction No Requiring us to remove on the basis that we have improperly constructed this by using materials which do not comply with the specification.

We have now looked at this matter carefully and it is our opinion that the materials used comply fully with the Contract Conditions and that as such their removal should not be required pursuant to Clause 39.1 of the Conditions but should be the subject of a variation order issued under Clause 51.1 of the Conditions.

Yours faithfully

.....
Contractor Ltd

**31. Notice of delay and additional cost arising from
suspension of work 40.1**

To
The Engineer

Date.....

Dear Sir

Notice of Delay and Additional Costs arising from Suspension of Work

We refer to your instruction to suspend the progress of the contract works/that part of the works and write to give notice of delay and extra cost arising from your instruction pursuant to Clause 40.1 of the Conditions.

This suspension is not to be the best of our knowledge attributable to items (a) – (d) of Clause 40.1

We shall maintain such contemporary records as may be required by you to substantiate our additional costs and to support our request for an extension of time pursuant to Clause 44

Yours faithfully

.....
Contractor Ltd

**32. Request for permission to proceed with suspended work
40.3**

To
The Engineer

Date.....

Dear Sir

Request for permission to proceed with Suspended Works

We refer to your instruction to suspend the progress of the contract works/that part of the works and note that 84 days have now elapsed from the date of your instruction.

We write therefore to give notice pursuant to Clause 40.3 of the Conditions requiring permission within 28 days to proceed with the suspended work.

Yours faithfully

.....
Contractor Ltd

**33. Notice to treat suspended work as omitted from contract
40.3**

To
The Engineer

Date.....

Dear Sir

Notice to treat Suspended Work as Omitted from Contract

We refer to our letter dated Seeking your agreement to proceed with the contract works/part of the work and note that the periods of 28 days have now elapsed since our request to proceed.

We write therefore to give notice pursuant to Clause 40.3 that we elect to treat the suspension as an event of default by the Employer and terminate our employment under the Contract in accordance with the provisions of Clause 69.1 of the Conditions/an omission of the suspended part of the Contract under Clause 51

Yours faithfully

.....
Contractor Ltd

34. Confirmation of commencement of work

41.1

To
The Engineer

Date.....

Dear Sir

Acknowledgement of Commencement of Works

We acknowledge with thanks your notice to commence the works issued pursuant to Clause 41.1 of the Conditions requesting us to commence as soon as this is reasonably possible.

Your notice was received today and we confirm that the date of receipt will be the commencement date for the purposes of the Contract.

Yours faithfully

.....
Contractor Ltd

35. Proposals for commencement

42.1

To
The Engineer
(Copy to Employer)

Date.....

Dear Sir

Proposals for Commencement

In accordance with Clause 42.1 we are writing to give you notice of our reasonable proposals for commencing and proceeding with the execution of the works.

These are set out in the attached sheets which we trust will be found satisfactory.

Yours faithfully

.....
Contractor Ltd

36. Application for extension of time

44.2(a)

To
The Engineer
(Copy to Employer)

Date.....

Dear Sir

Proposals for Commencement

In accordance with Clause 42.1 we are writing to give you notice of our reasonable proposals for commencing and proceeding with the execution of the works.

These are set out in the attached sheets which we trust will be found satisfactory.

Yours faithfully

.....
Contractor Ltd

37. Detailed particulars of claim

44.2(b)

To
The Engineer

Date.....

Dear Sir

Detailed Particulars of Claim

Further to our letter dated giving notice of an event which fairly entitles us to an extension of time we now write in accordance with Clause 44.2(b) to enclose detailed particulars of the extension of time to which we consider ourselves entitled in relation to (give details of the nature of the event referred to in the notice given under Clause 44.2(a))

Yours faithfully

.....
Contractor Ltd

Enc:

38. Interim, final particulars of claim

44.3

To
The Engineer

Date.....

Dear Sir

Interim/Financial Particulars of Claim

In accordance with the requirements of Clause 44.3 we enclose interim/final particulars in respect of the event referred to in our letter dated

The event referred to has had a continuing effect such that it has not been practicable for us to submit detailed particulars within the period of 28 days referred to in Clause 44.2(b)

Yours faithfully

.....
Contractor Ltd

Enc:

**39. Request for permission to work night/weekend shifts
45.1**

To
The Engineer

Date.....

Dear Sir

Request for permission to work Night/Weekend Shifts

We are writing to request that in order to complete the works to comply with the time for Completion/in response to your letter to expedite progress of the works in accordance with Clause 46.1, permission be given for work to continue on night/weekend shifts pursuant to Clause 45.1 of the Conditions.

Yours faithfully

.....
Contractor Ltd

40. Taking-over certificate
48.1

To
The Engineer
(Copy to Employer)

Date.....

Dear Sir

Taking-Over Certificate

We are writing to give you notice pursuant to Clause 48.1 of the Conditions that the whole of the Works have now been substantially completed, and have satisfactorily passed the Tests on Completion specified in the Contract.

Should this be necessary we undertake to finish any outstanding work during the Defects Liability period.

Yours faithfully

.....
Contractor Ltd

41. Taking over of sections or parts
48.2

To
The Engineer
(Copy to Employer)

Date.....

Dear Sir

Taking Over of Sections or Parts

We are writing to give you notice pursuant to Clause 48.2 of the Conditions that
(Section or Part) has been substantially completed and has satisfactorily passed the Tests on
Completion specified in the Contract and has been occupied or used by the Employer.

Should this be necessary we undertake to finish any outstanding work during the Defects
Liability period

Yours faithfully

.....
Contractor Ltd

42. Clarification of works of repair
49.2

To
The Engineer

Date.....

Dear Sir

Clarification of Works of Repair

We refer to the Schedule of Defects issued pursuant to Clause 49.2 and write to advise you that in our opinion the following items

- (a)
- (b)
- (c)

Are defects, which are not attributable to any neglect or failure on our part to comply with any obligation, expressed or limited under the Contract

As we regard these items of defects to have arisen from other causes we request that the value in making good be therefore assessed and paid for as additional work in accordance with Clause 52 pursuant to Clause 49.3 of the Conditions.

Yours faithfully

.....
Contractor Ltd

**43. Request for reimbursement of costs associated with the
engineer's Instruction to search for the cause of a defect
50.1**

To
The Engineer

Date.....

Dear Sir

**Request for Reimbursement of the Costs Associated with Instruction to Search for the
Cause of a Defect**

Further to your instruction dated Requiring us to provide the appropriate facilities to determine the cause of the defect noted we are writing to confirm that this has now been done and we must advice you as follows:

The search and investigation have shown that the defect reported to us cannot be attributed to any neglect or failure on our part under the Contract nor to the use of materials or workmanship not in accordance with the Contract and accordingly we request that the costs which we have incurred be added to the Contract Sum pursuant to Clause 50.1 of the Conditions.

Yours faithfully

.....
Contractor Ltd

44. Confirmation of instruction

51.2

To
The Engineer

Date.....

Dear Sir

Confirmation of Instruction

We write to confirm your oral instruction issued by In respect of
in accordance with provisions of Clause 51.2 of the Conditions.

May we ask that as required by Sub-Clause 2.5 of the Conditions that you issue the
instruction in writing and may we confirm that it will be our intention to claim extra payment
under Clause 52.2 for these varied works.

Yours faithfully

.....
Contractor Ltd

45. Notification of varied rate
52.2

To
The Engineer

Date.....

Dear Sir

Notification of a Varied Rate

In accordance with the requirements of Clause 52 we write to give notice pursuant to Clause 52.2(a) of the Conditions of our intention to claim a varied rate for since the nature of the work arising from your Variation. Instruction is such as to render the Contract rate inapplicable for the following reason

Yours faithfully

.....
Contractor Ltd

46. Notification of variations exceeding 15%

52.3

To
The Engineer

Date.....

Dear Sir

Notification of a Varied Rate

In accordance with the requirements of Clause 52 we write to give notice pursuant to Clause 52.2(a) of the Conditions of our intention to claim a varied rate for since the nature of the work arising from your Variation. Instruction is such as to render the Contract rate inapplicable for the following reason

Yours faithfully

.....
Contractor Ltd

47. Day work record

52.4

To
The Engineer

Date.....

Dear Sir

Daily Notification of Resources Expended on Day Work

As required pursuant to Clause 52.4 of the Conditions we attach our day work records noting

- a) Item of day work being undertaken
- b) Details of labour expended
- c) Details of plnt, materials being used for works carried out on

May we ask that the duplicate copy by signed and returned to our office on site.

Yours faithfully

.....
Contractor Ltd

Enc:.....

48. Monthly day work statement

52.4

To
The Engineer

Date.....

Dear Sir

Monthly Day Work Statement

As required pursuant to Clause 52.4 we have pleasure in enclosing the priced statement of the labour, material and contractor,s equipment which is covered by our daily notification of resources expended on day work for the period dated

Yours faithfully

.....
Contractor Ltd

Enc:.....

49. Notice of claim

53.1

To
The Engineer
(Copy to Employer)

Date.....

Dear Sir

Notice of Claim

In accordance with the requirement set down in clause 53.1 of the conditions we are writing to give you notice of our intention to claim additional payments pursuant to Clause
The event which is as follows occurred on the and we are keeping such contemporary records as we feel necessary to substantiate our claim.

Yours faithfully

.....
Contractor Ltd

50. Substantiation of claim
53.3

To
The Engineer

Date.....

Dear Sir

Substantiation of Claim
Ref No

Further to our letter dated giving notice of our intention to submit a claim,
we now enclose pursuant to Clause 53.3 of the Conditions our account giving full and
detailed particulars of the amount claimed together with full details of the reasons and
grounds upon which our claim is based.

Yours faithfully

.....
Contractor Ltd

Enc

The above of the following notice is to be given within 28 days or such other time as may be
agreed with the Engineer for the giving of such notice under Clause 53.1 of the Conditions.

51. Substantiation of claim continuing event

53.3

To
The Engineer

Date.....

Dear Sir

Substantiation of Claim
Ref No

Further to our letter dated giving notice of our intention to submit a claim, we now enclose pursuant to Clause 53.3 of the Conditions our account giving full and detailed particulars of the amount claimed together with full details of the reasons and grounds upon which our claim is based.

As the event is of a continuing nature this account is submitted as an interim account and further accounts will be forwarded to you in due course. In accordance with Clause 53.3 we shall send to you a Final Account within 28 days of the end of the effects resulting from this event.

May we ask that you advise us as to the intervals at which you require further interim accounts and whether the attached and any further accounts are to be copied to the Employer.

Yours faithfully

.....
Contractor Ltd

52. Assistance with customs clearance
54.3

To
The Employer

Date.....

Dear Sir

Assistance with Customer Clearance

We refer to our Contract with you for the construction of

As a requirement for the works we have placed orders for various items of construction plant and materials and we would ask for your assistance in obtaining clearance through Customs for the items concerned to Clause 54.3 of the Conditions.

May we request an early meeting with you to discuss this matter more fully.

Yours faithfully

.....
Contractor Ltd

53. Assistance with re-export of constructional equipment
54.4

To
The Employer

Date.....

Dear Sir

Assistance with Re-Export of Construction Equipment

We refer to our Contract with you for the construction of and write to confirm our wish to re-export the following items of constructional equipment imported for the purpose of the works

- a)
- b)
- c)

May we ask for your assistance in obtaining Government consent to such re-export pursuant to Clause 54.4 of the Conditions and to request an early meeting with you to discuss the matter more fully.

Yours faithfully

.....
Contractor Ltd

54. Consent for the removal of equipment from site
54.1

To
The Engineer

Date.....

Dear Sir

Consent for the removal of Temporary Works and Equipment from Site

We refer to our Contract with you for the construction of and write to confirm our wish to re-export the following items of constructional equipment imported for the purpose of the works

- a)
- b)
- c)

May we ask for your assistance in obtaining Government consent to such re-export pursuant to Clause 54.4 of the Conditions and to request an early meeting with you to discuss the matter more fully.

Yours faithfully

.....
Contractor Ltd

55. Notice of disagreement / agreement with measurement records and drawings 56.1

To
The Engineer

Date.....

Dear Sir

Consent for the removal of Temporary Works and Equipment from Site

We have now completed the sections of work for which the following items of temporary works and equipment were brought onto site and now wish to remove them for re-export

- a)
- b)

May we therefore have your consent for the removal from site of these items pursuant to Clause 54.1 of the Conditions.

Yours faithfully

.....
Contractor Ltd

56. Objection to the nomination of a nominated subcontractor
59.2

To
The Engineer

Date.....

Dear Sir

Objection to the Nomination of a Nominated Subcontractor

We refer to your Instruction No..... and dated nominating for and regret to advise you of our objection to the nomination pursuant to Clause 59.2 of the Conditions on the ground that:

Possible objection are:

- a) The nominated firm will not enter into a subcontract with the same liabilities, obligations towards the Contractor which are imposed on the Contractor towards the Employer by the main contract.
- b) The nominated firm will not indemnify the Contractor from and against any negligence by the nominated Subcontractor or his workmen and from and against any misuse by him or them of any constructional plant or temporary works provided by the Contractor.
- c) The nominated Subcontractor is believed to have financial problems.
- d) The nominated Subcontractor has been unable to demonstrate that it has skilled labour, management capabilities for the work involved.
- e) The nominated Subcontractor is unable to meet the main contract program dates.

Under the circumstance we would appreciate your further instruction.

Yours faithfully

.....
Contractor Ltd

57. Design liability under a nominated sub contract
59.3

To
The Engineer

Date.....

Dear Sir

Objection to the Nomination of a Nominated Subcontractor

We refer to your Instruction No..... and dated nominating for
and regret to advise you of our objection to the nomination pursuant to Clause 59.2 of the
Conditions on the ground that:

Possible objection are:

- a) The nominated firm will not enter into a subcontract with the same liabilities, obligations towards the Contractor which are imposed on the Contractor towards the Employer by the main contract.
- b) The nominated firm will not indemnify the Contractor from and against any negligence by the nominated Subcontractor or his workmen and from and against any misuse by him or them of any constructional plant or temporary works provided by the Contractor.
- c) The nominated Subcontractor is believed to have financial problems.
- d) The nominated Subcontractor has been unable to demonstrate that it has skilled labour, management capabilities for the work involved.
- e) The nominated Subcontractor is unable to meet the main contract program dates.

Under the circumstance we would appreciate your further instruction.

Yours faithfully

.....
Contractor Ltd

58. Proof of payment to a nominated subcontractor
59.5

To
The Engineer

Date.....

Dear Sir

Proof pf payment to a Nominated Subcontractor

Further to your letter dated Requesting proof pf apayment to nominated Subcontractors pursuant to Clause 59.5 of the Conditions we now enclose copies of receipted remittance advice forms in respect of the following companies:

- a)
- b)
- c)

we trust that the above is satisfactory

Yours faithfully

.....
Contractor Ltd

Enc

59. Notice of withholding payment to a nominated subcontractor
59.5

To
The Engineer

Date.....

Dear Sir

Notice of withholding payment to a Nominated Subcontractor

With reference to Clause 59.5(a) of the Conditions we are writing to advise you that in our opinion we have reasonable cause for withholding payment to a nominated Subcontractor and have withheld the sum of from for the following reason against Certificate No

Attached for your further information is a copy of the letter dated which we have written to the nominated Subcontractor advising of our action as a required pursuant to Clause 59.5(b).

Yours faithfully

.....
Contractor Ltd

Enc

60. Monthly statement
60.1

To
The Engineer

Date.....

Dear Sir

Monthly Statement

We enclose for your necessary action our statement No For period dated
pursuant to Clause 60.1 of the Conditions.

Yours faithfully

.....
Contractor Ltd

61. Notification of non payment
60.1

To
The Engineer

Date.....

Dear Sir

Notification of Non payment

We refer to our monthly statement No Delivered to you on the and regret to notice that we have not received payment against this within the stipulated period of twenty eight days pursuant to Clause 60.10 of the Conditions.

Under the circumstances interest entitlement at the rate stated in the Appendix to Tender will be included in our next statement.

Yours faithfully

.....
Contractor Ltd

62. Release of retention money
60.3

To
The Engineer

Date.....

Dear Sir

Release of Retention Money

We write to acknowledge receipt of the Taking-Over Certificate for the whole/part of the Works and would ask that you now certify the payment of one half/appropriate proportion of the Retention Money pursuant to Clause 60.3 of the Conditions.

Yours faithfully

.....
Contractor Ltd

63. Statement at completion
60.5

To
The Engineer

Date.....

Dear Sir

Statement at Completion

We enclose our Statement at Completion together with supporting documents pursuant to Clause 60.5 of the Conditions.

This shows the Final Value of all work done in accordance with the Contract up to the date stated in the taking-Over Certificate.

In addition we have stated the further sums which we consider to be due together with an estimate of amounts which we consider will become due to us under the Contract.

Yours faithfully

.....
Contractor Ltd

Enc

64. Draft final statement
60.6

To
The Engineer

Date.....

Dear Sir

Draft Final Statement

Further to issue of the Defects Liability Certificate we now enclose for your consideration our draft final statement, in the form agreed with you, together with supporting documentation pursuant to Clause 60.6 of the Conditions.

This shows the value of all work done in accordance with the Contract and further sums which we consider to be due to us.

Should you require any further information please do not hesitate to contact us.

In the meantime the issue of a further interim certificate would be very much appreciated.

Yours faithfully

.....
Contractor Ltd

Enc

**65. Discharge pursuant to clause 60.7 of the conditions
60.7**

To
The Employer
(Copy to Engineer)

Date.....

Dear Sir

Discharge pursuant to Clause 60.7 of the Conditions

The final statement has now been submitted to the Engineer and pursuant to Clause 60.7 of the Conditions we write to confirm that the total of the Final statement represents full and final settlement of all monies due to us arising out of or in respect of the Contract. This discharge will only become effective after the payment due under the Final Certificate issued pursuant to Sub-Clause 60.8 has been made and the performance Security referred to in Sub-Clause 10.1 has been returned to us.

Yours faithfully

.....
Contractor Ltd

66. Release of second half of retention money
60.3

To
The Engineer

Date.....

Dear Sir

Release of Second Half of Retention Money

May we draw your attention to the fact that the Defects Liability Period expired on the and that the other half of the retention money should be certified for payment pursuant to Clause 60.3 of the Conditions.

We look forward to receiving payment of these monies within 28 days of the above date.

Yours faithfully

.....
Contractor Ltd

67. Defects liability certificate
62.1

To
The Engineer

Date.....

Dear Sir

Defects Liability Certificate

We now consider that all works of amendment, reconstruction, remedying defects, shrinkages and other faults required to be carried out under Clauses 49 and 50 of the Conditions have now completed.

May we therefore request the issue of the Defects Liability Certificate pursuant to Clause 62.1 of the Conditions.

Yours faithfully

.....
Contractor Ltd

68. Damage to work by special risks
65.3

To
The Engineer

Date.....

Dear Sir

Damage to works by special risks

We write to give notice that as a result of damage to the works by a special risk in the form of
....., reimbursement is sought pursuant to Clause 65.3 of the Conditions.

May we ask that you determine the amount to be added to the Contract Price in accordance
with Clause 52 of the Conditions together with a sum at fair market value for the cost of
replacement of our items of Contractor's Equipment damaged at the same time.

Yours faithfully

.....
Contractor Ltd

**69. Increased costs arising from the consequence of a
special risk 65.5**

To
The Engineer

Date.....

Dear Sir

Increased Costs arising from the Consequence of a Special Risk

We write to give notice pursuant to Clause 65.5 of the Conditions that we have and are continuing to incur increased costs as a consequence of the occurrence of a special risk namely

We are maintaining contemporary records to substantiate the costs involved and to assist you to determine the amount which should be added to the Contract Price.

Yours faithfully

.....
Contractor Ltd

70. Request for an engineer's decision
67.1

To
The Engineer
(Copy to Employer)

Date.....

Dear Sir

Request for an Engineer's Decision

We are writing to advise you that a dispute has arisen between the parties to the Contract and pursuant to Clause 67.1 of the Conditions we are referring this to you for a decision.

The nature of the dispute is as follows:

Yours faithfully

.....
Contractor Ltd

71. Notices of contractor
68.1

Date.....

- 1) To
The Engineer
- 2) To
The Employer

Dear Sir

Notice to Contractor

We are writing to advise you that a dispute has arisen between the parties to the Contract and pursuant to Clause 67.1 of the Conditions we are referring this to you for a decision.

The nature of the dispute is as follows:

Yours faithfully

.....
Contractor Ltd

72. Change of address
68.3

Date.....

To
The Employer
(Copy to Engineer)

Dear Sir

Change of Address

We write to give notice of change of our nominated address pursuant to Clause 68.3 of the
Conditions from To

Yours faithfully

.....
Contractor Ltd

73. Notice of termination of contract
69.1

Date.....

To
The Employer

Dear Sir

Notice of Termination of Contract

Pursuant to Clause 69.1 of the Conditions we write to give you notice that with effect from 14 days after the giving of this notice we shall terminate our employment under the Contract.

Such notice is given on the ground that you have failed to pay the amount due against the Employer's Certificate dated within 28 days after the time stated in Sub-Clause 60.10

Yours faithfully

.....
Contractor Ltd

Alternative grounds for termination will be:

- “ you have interfered with and obstructed the issue of a certificate due under the contract”
- “ you have given us formal notice that for unforeseen economic reasons it has become impossible for you to continue to meet your contractual obligations”
- “ you have become bankrupt or being a company have gone into liquidation”

All of the above notices are required to be copied to the Engineer

74. Entitlement to suspend work
69.4

Date.....

To
The Employer
(Copy to Engineer)

Dear Sir

Entitlement to Suspend work

Pursuant to Clause 69.4 we write to give you notice that as a result of your failure to pay us the amount due under Engineer's Certificate dated within 28 days after the expiry of the time stated in Sub-Clause 60.10 within which payment is to be made and subject to any deduction that you are entitled to make under the Contract we shall suspend work or reduce the rate of work after 28 days of the giving of this notice.

We shall keep such records as may be required for the Engineer to determine any extension of time to which we may be entitled under Clause 44 and for the amount of such costs which shall be added to the Contract Price.

Yours faithfully

.....
Contractor Ltd

75. Currency restrictions

71.1

Date.....

To
The Engineer

Dear Sir

Currency Restrictions

We are writing to give notice that as a result of an imposed currency restriction which has arisen after the date 28 days prior to the date for submission of our tender for the works a loss is being incurred and we seek reimbursement pursuant to Clause 71.1 of the Conditions.

We shall keep such records as we feel necessary to substantiate our claim and shall submit these monthly to you for inclusion with our applications for payment.

Yours faithfully

.....
Contractor Ltd