EVALUATION ON PWD 75, STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT IN SARAWAK

SIA PIK SOON

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For my family, friends and dearest supervisor
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ABSTRACT

The General Conditions of Contract, Public Works Department 75 (PWD75) is the most commonly used standard form of conditions of contract in the public sector construction projects in Sarawak. PWD 75 currently in use was last revised in May 1961 and there had not been another revision since then. It is very seldom for a set of conditions of contract used in the construction industry to have not been revised for such a long period. In addition, there is no guideline or any interpretation of this form helping the users to understand what is stipulated in PWD 75. An investigation on PWD 75 is carried out to study in detail each clause or condition contained in this contract document. This investigation is important to promote a set of guidance notes explaining the implications of the clauses and it could be used as a reference for the parties involved in the local construction industry. Several interviews were conducted with the representatives from both parties involved in a construction contract, i.e. the Employer, the Engineer and the Contractor, to get know on the opinions and experience of the persons from the real construction industry pertaining to this contract document. From the outcome of the said investigation and interviews, PWD 75 could be considered as an outdated document and it should be revised in order to cope with the rapid changing environment in the local construction industry. Making comparison with some other more recent standard forms of conditions of contract is an effective way to find out any possible miss-out, incompleteness and even inefficiency or unfairness in PWD 75. By this way, some recommendations for improvement of PWD 75 could be made in order to meet the needs of construction industry in nowadays. It is paramount to promote a fair and just construction contract for the entire public sector construction industry in Sarawak so that the local construction industry will grow in a healthy and balance manner.
ABSTRAK

PENAKSIRAN BAGI KONTRAK-KONTRAK PEMBINAAN KEJURUTERAAN

Syarat-syarat Umum Kontrak, Jabatan Kerja Raya 75 (JKR 75) merupakan syarat kontrak yang paling umum digunakan dalam projek pembinaan sektor awam di Sarawak. JKR 75 yang kini digunakan merupakan edisi yang dikemaskini pada bulan Mei 1961 dan tidak terdapatnya sebarang kemaskini sejak itu. Jarang berlakunya satu set syarat-syarat kontrak yang digunakan dalam industri pembinaan tidak dikemaskini bagi jangka masa yang begitu panjang. Tambah pula, tidak terdapatnya sebarang panduan atau tafsiran yang membantu para pengguna untuk memahami kandungan yang terdapat dalam JKR 75. Satu penelitian dibuat terhadap JKR 75 untuk mengkaji setiap syarat yang terkandung dalam dokumen kontrak ini secara mendalam. Penelitian ini penting untuk memperkenalkan satu set nota panduan yang menjelaskan implikasi bagi syarat-syarat tersebut dan ia boleh digunakan sebagai rujukan bagi pihak yang terbabit dalam industri pembinaan tempatan. Beberapa temu ramah telah dijalankan dengan wakil-wakil daripada semua pihak yang terlibat dalam satu kontrak pembinaan, iaitu majikan, jurutera dan kontraktor, untuk mengetahui pandangan dan pengalaman orang dari industri pembinaan yang sebenar mengenai dokumen ini. Sebagai keputusan daripada penelitian dan temu ramah tersebut, JKR 75 boleh dikatakan sebagai satu dokumen yang ketinggalan zaman dan ia perlu dikemaskinikan untuk mengendalikan penukaran pantas dalam industri pembinaan tempatan. Membuat perbandingan dengan beberapa set syarat kontrak lain yang lebih baru merupakan satu cara yang berkesan untuk mengetahui sebarang ketinggalan, ketidaklengkapan, ketidakcekapan atau ketidakadilan yang mungkin terdapat dalam JKR 75. Dengan cara ini, cadangan-cadangan perbaikan untuk JKR 75 boleh dibuat

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demi memenuhi keperluan industri pembinaan pada masa kini. Ia adalah penting untuk memperkenalkan satu kontrak pembinaan yang adil dan saksama bagi seluruh industri pembinaan sektor awam di Sarawak supaya industri pembinaan tempatan akan memperkembang dalam kaedah yang sihat dan seimbang.
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