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SULIT

BAHAGIAN PEPERIKSAAN DAN PENILAIAN
JABATAN PENGAJIAN POLITEKNIK
KEMENTERIAN PENDIDIKAN MALAYSIA

JABATAN KEJURUTERAAN AWAM

PEPERIKSAAN AKHIR

SESI JUN 2014

CC202: CONTRACT PROCEDURE

TARIKH : 6 NOVEMBER 2014
MASA : 11.15 AM - 1.15 PM (2 JAM)

Kertas ini mengandungi **SEMBILAN (9)** halaman bercetak.
Bahagian A: Soalan Pendek (10 soalan)
Bahagian B : Struktur (4 soalan)
Dokumen sokongan yang disertakan : Standard Form of Contract P.W.D 203 A (Rev. 2007)

JANGAN BUKA KERTAS SOALAN INI SEHINGGA DIARAHKAN

(CLO yang tertera hanya sebagai rujukan)

SULIT

SECTION A: 40 MARKS

BAHAGIAN A: 40 MARKAH

INSTRUCTION:

ARAHAN:

This section consists of **TEN (10)** short question. Answer **ALL** questions.

*Bahagian ini mengandungi **SEPULUH (10)** soalan pendek. Jawab semua soalan.*

QUESTION 1

SOALAN 1

Complete the table below regarding Grade and Tendering Capacity by CIDB.

Lengkapkan jadual di bawah berkaitan Gred dan Kapasiti Tender oleh CIDB.

CLO1
C1

GRADE *GRED*	TENDERING CAPACITY *KAPASITI TENDER*
G1	
G2	
G3	
G4	

[4 marks]

[*4 markah*]

QUESTION 2

SOALAN 2

CLO1
C2

The vision of Construction Industry Development Board of Malaysia (CIDB) is to distinguish organization in developing world class construction industry. Give **TWO (2)** roles of CIDB.

*Visi Lembaga Pembangunan Industri Pembinaan Malaysia adalah untuk membezakan organisasi dalam pembangunan industri pembinaan bertaraf dunia. Berikan **DUA (2)** peranan CIDB.*

[4 marks]

[*4 markah*]

QUESTION 3

SOALAN 3

CLO2 C2 Determine **TWO (2)** differences between Pre-Qualification Tender and Negotiable Tender.

*Tentukan **DUA (2)** perbezaan antara tender Pra- kelayakan dan tender Perundingan.*

[4 marks]

[4 *markah*]

QUESTION 4

SOALAN 4

CLO2 C1 State **FOUR (4)** contents in Tender Document based on Drawing and Specification.

*Nyatakan **EMPAT (4)** perkara didalam Dokumen Tender berasaskan Lukisan dan Piawaian.*

- Tajuk dan nama
- Jenis kontraktor
- ~~Kat~~ Ringkasan Projek

[4 marks]

[*4 markah*]

QUESTION 5

SOALAN 5

CLO2 C2 Describe shortly about Measure and Value Contract.

Huraikan secara ringkas tentang Kontrak Ukur dan Nilai.

[4 marks]

[*4 markah*]

QUESTION 6

SOALAN 6

CLO2 C2 Based on Contract Act 1950, describe the following principles of contract;

Berdasarkan Akta Kontrak 1950, terangkan prinsip kontrak berikut:

i. Acceptance

   Penerimaan

ii. Consideration

   Balasan

[4 marks]

[*4 markah*]

QUESTION 7

SOALAN 7

Fill in the blanks with the correct answer.

Isikan tempat kosong dengan jawapan yang betul.

CLO2 C1

i. P.W.D. Form 203A (Rev. 2007) is the Standard Form of Contract to be use where ______________________________ form part of the contract.
Borang JKR 203A (Semakan 2007) adalah borang kontrak setara yang digunakan di mana ______________________________ menjadi sebahagian daripada kontrak.

ii. P.W.D. Form 203 (Rev. 2007) is the Standard Form of Contract to be use where ______________________________ form part of the contract.
Borang JKR 203 (Semakan 2007) adalah borang kontrak setara yang digunakan di mana ______________________________ menjadi sebahagian daripada kontrak.

[4 marks]
[*4 markah*]

QUESTION 8

SOALAN 8

Based on Standard Form of Contract P.W.D. 203A (Rev. 2007) Clause 1: Definition and Interpretation, explain the meaning of:

Berdasarkan Borang Kontrak Setara J.K.R. 203/203A (Semakan 2007) Klausa 1: Definisi dan Interprestasi, terangkan maksud:

CLO2 C2

i. Defect Liability Period
Tempoh Tanggungan Kecacatan

ii. Site
Tapak

[4 marks]
[*4 markah*]

QUESTION 9

SOALAN 9

CLO2
C2

According to the Standard Form of Contract P.W.D 203/203A(Rev.2007) under provisions of Clause 15; insurance against Personal Injuries and Damage to Property, explain the actions to be taken by the government or the S.O. if the contractor fails to renew the workers' insurances.

Berdasarkan Borang Kontrak Setara JKR 203/203A (Semakan 2007) di bawah peruntukan fasal 15; insuran terhadap kecederaan individu dan kerosakan harta benda , jelaskan tindakan yang akan diambil oleh kerajaan atau Pihak Penguasa ke atas kontraktor sekiranya kontraktor gagal memperbaharui insuran pekerjanya.

[4 marks]

[*4 markah*]

QUESTION 10

SOALAN 10

CLO1
C2

Explain what are Prime Cost Sum and Provisional Sums in a contract document.

Terangkan Wang Kos Prima dan Wang Peruntukan Sementara di dalam dokumen kontrak.

[4 marks]

[*4 markah*]

SECTION B : 60 MARKS

BAHAGIAN B : 60 MARKAH

INSTRUCTION:

ARAHAN:

This section consists of **FOUR (4)** structure questions. Write your answers in the booklet answer. Answer only **THREE (3)** question.

*Bahagian ini mengandungi **EMPAT (4)** struktur. Tulis jawapan anda di dalam buku jawapan. Jawab **TIGA (3)** soalan sahaja.*

QUESTION 1

SOALAN 1

CLO1 C2

a) Contractor Service Centre was established on 30th June 1981. Explain **FOUR (4)** duties of Contractor Service Centre (CSC).

*Pusat Khidmat Kontraktor telah wujud sejak 30 Jun 1981. Terangkan **EMPAT (4)** tugas Pusat Khidmat Kontraktor (PKK).*

[8 marks]

[*8 markah*]

CLO2 C3

b) Describe the advantages and disadvantages of the following tenders:

Huraikan kebaikan dan keburukan tender berikut :

i. Negotiable Tender

Tender Perundingan

ii. Limited Tender

Tender Terhad

iii. Pre-Qualification Tender

Tender Pra-Kelayakan

[12 marks]

[*12markah*]

QUESTION 2

SOALAN 2

CLO2 C2

a) A contract is considered valid when the contractor accepts the offer given by the client. Briefly explain the relation between tender and contract.

Suatu kontrak dianggap sah apabila kontraktor menerima tawaran yang diberi oleh pelanggan. Terangkan secara ringkas hubungan antara tender dan kontrak.

[8 marks]

[8 *markah*]

CLO2 C2

b) To ensure a smooth construction, the developer and the contractor must appoint several individuals to perform the construction and supply work. List down and explain those individual.

Bagi memastikan kerja pembinaan berjalan lancar, pihak pemaju dan kontraktor perlu melantik beberapa individu untuk melaksanakan kerja pembinaan dan pembekalan. Senaraikan dan terangkan berkenaan individu tersebut.

[12 marks]

[12 *markah*]

QUESTION 3

SOALAN 3

CLO2 C2

a) By referring to Clause 1 : Standard Form of Contract P.W.D 203/203A (Rev 2007). Compare the duties of Superintending Officer and Superintending Officer's Representative.

Dengan merujuk kepada Fasal 1 : Borang Kontrak Setara JKR 203/ 203A (Semakan 2007), bandingkan tugas Pegawai Penguasa dengan tugas wakil Pengawai Penguasa.

(10 marks)

(10 markah)

CLO2 C2

b) By referring to Clause 9 : Representation, Warranties and undertakings of the Contractors, Standard Form of Contract P.W.D 203/203A (Rev 2007), determine the action to be taken by contractor to represent and warrant the Government during project execution.

Dengan merujuk kepada Fasal 9 : Wakil, Jaminan dan Tanggungjawab kontraktor, Borang Kontrak Setara JKR 203/203A (Semakan 2007), jelaskan tindakan yang harus di ambil oleh pihak Kontraktor bagi mewakili serta memberi jaminan kepada pihak Kerajaan semasa projek dilaksanakan.

(10 marks)

(10 markah)

QUESTION 4

SOALAN 4

CLO1 C2

a) "Variation" means changes in a Contract Document. Discuss the term according to Standard Form of Contract 203/203A (Rev. 2007) under provision of Clause 24 : Variations.

" Perubahan" bermaksud perkara yang berubah didalam dokumen kontrak. Bincangkan perubahan ini berdasarkan Borang Kontrak Setara JKR 203/203A (Semakan 2007) Klausa 24.0 : Variations.

[4 marks]

[*4 markah*]

CLO1 C2

b) Identify **FOUR (4)** contractor's responsibilities as stated in Standard Form of Contract 203/203A (Rev. 2007) under provision of Clause 36.0: Inspection and testing of materials, goods and equipment.

*Kenalpasti **EMPAT (4)** tanggungjawab kontraktor seperti yang dinyatakan dalam Borang Kontrak Setara JKR 203/203A (Semakan 2007) di dalam Klausa 36.0 : Pemeriksaan dan Pengujian bahan, barangan and peralatan.*

[8 marks]

[*8 markah*]

CLO1 C2

c) Referring to Standard Form of Contract Clause 51: Events and consequences of default by the contract, state **FOUR (4)** examples of defaults by the contractor in carrying out its obligations.

Merujuk Borang Kontrak Setara JKR 203/203A didalam Klausa 51: *Events and consequences of default by the contractor, senaraikan **EMPAT (4)** contoh kegagalan kontaktor melaksanakan tanggungjawabnya.*

[8 marks]

[*8 markah*]

SOALAN TAMAT