

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
DEPARTMENTAL EXAMINATION FOR EXECUTIVE ENGINEERS/DD(H)**

**April-2022
LAW OF CONTRACT**

Time 3 Hours

Total Marks: 100

Section-A

1. Differentiate between: (**Attempt any four**) (4 X 5 = 20 marks)
- (a) 'Agreement' & 'Contract' (with ref to Indian Contract Act)
 - (b) "express term" and "implied term" (in a contract)
 - (c) Secured Advance & Mobilisation Advance
 - (c) 'Extra item' & 'Deviation item'
 - (e) 'Preliminary estimate' & 'Detailed estimate'

Section – B

Section – B contains ten questions and any eight are to be attempted

(8 x10 =80 marks)

2. You have awarded a work for the construction of 10 no. residential quarters. The stipulated period (8 months) is already over but you could not obtain funds from your client department. The contractor after completing 25 % work has stopped the work; citing non payment against his bills.

What would you do in such situation?

3. You have awarded a work for the construction of a swimming pool. Now the client department decides to abandon the work as they don't have funds for the job.

Write a draft letter addressed to contractor intimating such decision of client department and your course of action. Please quote relevant clause of GCC in your letter.

4. You wish to take joint measurements at work. The contractor is not sending his representative to record / witness the measurements. If the measurements are not recorded in time, the work may get hidden and unsusceptible of measurement.

What would you do in such situation?

5. The quality of bricks procured by contractor is not satisfactory.

Write a draft letter addressed to contractor intimating this fact and your course of action.

6. A work is delayed by 6 months because of CoVID situation. The contractor raises a claim for loss of his establishment/ T & P deployed in this period. How would you reply to this claim?

Write a draft letter addressed to contractor.

7. While paying the 2nd RA bill, you accepted and paid the earth work quantity as 500 cum. Now at the stage of passing final bill, you realise that there was an error and now you wish to correct it to 400cum.

What would you do in such situation?

8. Explain the scope of clause 10CA & clause 10CC of GCC.

9. What do we mean by 'defect liability period'? What would you do if the contractor is not attending the defects noticed in such period?

10. In an arbitration Award, the Arbitrator has published Award on a dispute which was not referred to him. What action do you propose in this case?

11. Define with reference to Workmen Compensation Act, 1923:

- (a) Employer
- (b) Total Disablement
- (c) Wages