

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

**2019  
LAW OF CONTRACT**

**Time 3 Hours**

**Total Marks : 100**

**Section-A**

1. Differentiate between: (**Attempt any four**) **(4 X 5 = 20 marks)**
- (a) Performance Guarantee & Security Deposit
  - (b) Secured Advance & Mobilisation Advance
  - (c) Defect Liability Period & Post-construction Maintenance Period
  - (d) Extra Item & Substituted Item
  - (e) An Agreement & A Contract

**Section – B**

**Section – B contains eight questions and all are to be attempted**

**(8x5 = 40 marks)**

2. As per CPWD General Conditions of Contract (GCC), what is the consequence if the payment against Running Account Bill is delayed beyond the time limit stipulated in contract?
3. As per Clause 12 of GCC, the contractor is required to give Analysis of Rate, while claiming rate for Extra Item. In one case, the Contractor has not submitted this Analysis and simply forwarded his claimed rate against the proposed Extra Item. How will you determine the rate of Extra Item in such situation?

4. In one contract, the quantity of an agreement item is increasing beyond the deviation limit. It is known to you that the market rate of this item is less than the agreement rate. What action (and under which clause of GCC) would you take in such situation? Is there any time limit to take such action?
5. A Contract agreement was made for the construction of 100 no. residential quarters. After award of work, you realised that you could construct only 60 no. quarters in the proposed plot of land. The contractor makes claim for "loss of profit" for non-execution of remaining 40 quarters. How will you address and reply to such situation? Please quote relevant clause of GCC also.
6. From a construction contract (Tender value Rs. 10 cr), a part of work has been taken out from the scope of contract as per clause 14 of GCC and has been got executed at the risk and cost of contractor. The extra expenditure of Rs. 1.5 cr has been incurred in the process of getting this job executed through second agency. Can you recover such amount of Rs. 1.5 cr from main contractor, as per clause 14. Please give reasons in support of your answer.
7. 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?
8. What do we mean when we say Engineer-in-charge is the "Principle Employer" for the workmen deployed by the contractor?
9. What do we mean when we say "Time is the essence of contract"?

### **Section-C**

**Section-C contains six questions and any five are to be attempted**

**(5X8 = 40 marks)**

10. A work was completed in January 2013. The final bill was paid in January 2014. The Agency has disputed the rate of Extra Items and gives notice in Feb. 17 for appointment of an Arbitrator for adjudication of this dispute. What action would you take in this case? Please give reasons in support of your answer.



11. What do you mean by "express term" and "implied term" in a contract?
12. Explain the scope of clause 10C & clause 10CA of GCC.
13. What do we mean by the term "breach of contract"? Is there any legal consequence if the other party suffers loss due to the said breach? Please explain in the light of S-73 of Indian Contract Act.
14. Define with reference to Workman Compensation Act, 1923:
  - (a) Employer
  - (b) Total Disablement
  - (c) Wages
15. What measures do you suggest to attain dispute-free execution of projects?

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