

GOVERNMENT OF INDIA  
CENTRAL PUBLIC WORKS DEPARTMENT  
DEPARTMENTAL EXAMINATION FOR EE/ AEE/ AE

OCTOBER - 2020

**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) Item rate tender & percentage rate tender
  - (c) A contract & an agreement
  - (d) Estimated cost put to tender & tendered value
  - (e) Liquidated damage & Non-liquidated damage

**Section – B**

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

**(10x8 = 80 marks)**

2. What do we mean by 'Date of commencement of work' as per General Conditions of Contract (in short,, GCC) ?
3. A work was delayed because engineer in charge delayed handing over site to contractor. While paying RA bill, the engineer in charge has withheld milestone amount as per requirements of clause 2 of GCC. The contractor asks for release of amount stating that delay was not on his part.
- How would you interpret and decide in such situation?
4. A contract agreement had to be foreclosed (as per clause 13 of GCC) soon after award of work, because of change in Govt's decision.
- (a) Meanwhile the contractor had constructed labour huts and claims corresponding expenses. What will be your decision on this claim?

(b) The contractor also claims 'loss of profit' from EE? How would EE reply to contractor on this claim?

5. What do we mean when we say "*time is the essence of contract*"?
6. You ( as engineer in charge ) are near the time limit (specified in contract) by which you are required to pay running bill and your staff is not being able to check detailed measurements in the given time limit.

Is there a method prescribed in GCC that you can make payment even without detailed measurements? Please elaborate.

7. A contractor has brought bad quality bricks at site. Write a draft notice to contractor to get this material removed from site.
8. A work was awarded with tendered value of Rs 10 cr and with stipulated period as 12 months. During execution, extra items of Rs 3 cr were also included in the scope. How much extra time would you grant in such situation? Please specify the relevant clause of GCC.
9. What is the time limit specified in GCC in which DRC (dispute resolution committee) is required to give its decision? What is the course when DRC has not decided in this time limit and the contractor has given notice to seek appointment of arbitrator?
10. Explain the difference between 'Defect liability period' and 'Post- construction maintenance period'?
11. Define with reference to Workman Compensation Act, 1923:
- (a) Employer
  - (b) Total Disablement
  - (c) Wages
12. Define with reference to Indian Contract Act, 1872:
- (a) Void contract and voidable contract
  - (b) Promise and reciprocal promise
  - (c) Consideration

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