

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

SEPT.2016

LAW OF CONTRACT

Time:3 Hours

Total Marks: 100

Section – A

1. Differentiate between: (Attempt any four) (4x5= 20 marks)

- a) Item rate tender and percentage rate tender
- b) Performance Guarantee and Security Deposit
- c) Advance Payment and Mobilization Advance
- d) Schedule rate and Market rate
- e) Service tax and VAT

Section – B

Section-B contains ten questions and any eight are to be attempted ( 8x4=32 marks)

2. In a Item rate tender, there are 10 items. One tenderer has quoted against only 8 items and has left blank against the remaining two items. How will this tender be evaluated while making the comparative statement ?

Contd.P..2...

- 3) In one case, the tender has been accepted on 1<sup>st</sup> April, 2016 and the site was handed over on 15<sup>th</sup> June, 2016. Which date shall be taken as 'Stipulated date of start' ?
- 4) What is the rate at which compensation is levied for delay in works as per Clause 2 of GCC. Who is the competent authority to issue such orders ?
- 5) What is the time limit prescribed in Clause 7 of GCC for payment of Running Account Bill, beyond which we have to pay interest to the contractor. At what rate is this interest to be paid ?
- 6) While preparing the final bill of the contract, there are some items which are disputed. How do we finalize this bill ?
- 7) Is secured advance allowed on perishable/fragile materials. What are the conditions to be satisfied in such case ?

- 8) How do we derive the rate for Substitute Items in Project work as per Clause 12 of the Agreement ?
- 9) In case of foreclosure of Contract, when the scope of work is reduced as per Clause 13, what compensation is payable to the Agency ?
- 10) If an Agency takes water from the borewell of Govt. with his own arrangement, in such case, should we deduct water charges as per Clause 32 of GCC ?
- 11) Security Deposit is released on receipt of labour clearance certificate. If on the request of Executive Engineer, labour clearance certificate is not issued by Labour Officer, what should EE do as per Clause 45 of GCC ?

### Section – C

**Section-C contains ten questions and any eight are to be attempted ( 8 x 6 = 48 marks)**

- 12) Which mode of tendering do you prefer - Item rate tender or Percentage rate tender? Give reasons in support of your answer.

Contd.P..4....

13) A works contract for construction of 100 residential quarters was awarded by CPWD. The time period for completion was 18 months. During the execution of work, the scope of work was reduced, by CPWD, to construction of 50 quarters only, as per Clause 13 of Contract. The Agency completed the work in 16 months and made a claim for incentive for early completion, referring to Clause 2A of Contract. Is this incentive payable in this case? Explain with reasons.

14) In one case, the work is delayed due to departmental hindrance, yet the Agency has not applied for shifting of mile stone. Should we shift the mile stone in such case on our own or not? Support your answer with reasons.

15) As per Clause 6(a) of GCC, the Agency is expected to give computerized measurement book to Engineer Incharge. If the Agency does not give these measurements, what should EE do in such a case ?



- 16) What are the responsibilities of Engineer Incharge in ensuring fair wages and other dues of labour? How are the payments on ESI and EPF governed?
- 17) What are the grounds on which an Arbitral Award can be challenged before Court of Law?
- 18) What are the main recent changes that have been incorporated in the Arbitration and Conciliation Act?
- 19) Define with reference to Workmen Compensation Act:-
  - a) Workman
  - b) Total disablement
  - c) Fair wages
- 20) What are the health and sanitary arrangements, which are to be ensured for workers employed by CPWD contractors. If the Agency does not provide such amenities, what action shall EE take as per Clause 19 of GCC ?
- 21) Define the following:-
  - a) Free consent
  - b) Agreement and Contract
  - c) Promisor and Promisee

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