

Department of Civil Engineering, IIT Delhi
CEL767 CONSTRUCTION AND CONTRACT MANAGEMENT

A Slot
28-04-08

Major

II Semester 2007-08

Max Mark: 50
01:00PM – 03:00PM

Complete the following statement: (5 marks)

- 1) The revocation of a proposal is possible before the communication of its acceptance is complete. This means that _____
- 2) FIDIC stands for _____ (Give the English translation)
- 3) _____ Rule is the requirement imposed on bidders
- 4) The variants of BOT are _____, _____, _____
- 5) What is Arbitral Award?
- 6) Liquidated damages are _____

Bring out atleast three differences between (5 marks)

- 7) Conceptual estimate and detailed estimate
- 8) Labour contract and materials supply contract
- 9) Oral contract and written contract (give four)

Answer the following (30 marks)

- 10) An employer chooses to omit a portion of a contracted work. What are the situations under which he can do so? (1.5)
- 11) Explain coercion, undue influence, fraud as defined in s(15), s(16), s(17) respectively of ICA, 1872 with your own understanding? (1.5)
- 12) Under what situations, a tender can be informal (2)
- 13) Responsive and responsible bidders – differentiate (2)
- 14) Mention four important public owner's actions after bids are received. (2)
- 15) With a simple flowchart can you present the process for choosing the 1999 FIDIC Conditions of Contract (2)
- 16) A contractor can claim for Quantum Meruit. When can he do so? (2)
- 17) What are the distinctive features of 1996 Act over other acts? (2)
- 18) What steps you would take in preparing a liquidated damages clause to insure judicial enforcement? (2)
- 19) What do you mean by breach of contract? Give instances for breach on part of the employer (3)
- 20) What are the features of arbitration proceedings that distinguish them from court trials and hearings. Why do the parties involved in the construction process prefer to include the arbitration clause in their contracts? (3)
- 21) Disputes in case of civil engineering contracts are mainly with respect to (3)
- 22) Narrate the procedure with regard to arbitration when a dispute arises (4)

Think and Write

(10 marks)

- 23) Good specifications can reduce job cost and poor specifications can increase bid prices. Comment on this statement. (2)
- 24) How do the services provided by a construction manager in an owner-CM contract and by a general contractor in an owner-contractor contract differ? Is it ever possible for a single construction contractor to function partly as a CM and partly as a general contractor on the same project? (2)
- 25) Your client is about to secure a contractor for the construction of a 10 storey commercial office building. He wants to know whether he should use a fixed price or a cost-plus type contract. He asks you how 'fixed' is a fixed price contract. How would you advise him? What should be the considerations which would bear upon any advice you would give? (3)
- 26) Your firm has been hired as the A/E firm for the design of a large factory building involving considerable foundation work? On your advice the client had engaged a Geotechnical Engineering consultant to carry out the soil investigation of the site. Your client proposes to include the site investigation report with the bid documents. He asks your advice on whether he should include a disclaimer clause on this issue in the contract or not. What would be your advice? Discuss this in the context of legal validity and cost implication to the owner? (3)