

GUJARAT TECHNOLOGICAL UNIVERSITY**M.E Sem-II Examination July 2010****Subject code: 721403****Subject Name: Construction Contract Management****Date: 07 /07 /2010****Time: 11.00am – 1.30pm****Total Marks: 60****Instructions:**

1. Attempt all questions.
2. Make suitable assumptions wherever necessary.
3. Figures to the right indicate full marks.

Q.1 (a) Write short note on: Duties and liabilities of Architects. **06**

Define: Virtual Completion Certificate.

(b) Discuss at length: Process of Arbitration with reference to Arbitration and Conciliation act 1996 for dispute resolution in construction industry. **06**

Q.2 (a) Differentiate between: Security deposit and Retention money. **06**

Define: E.M.D., Variations in construction projects, Liquidated damages.

(b) Discuss the circumstances under which lowest tender can be rejected by the client. Explain the importance of specifications in construction projects. **06**

OR

(b) Explain the formulae given by HUDSON, EMDEN and EICHLAE for calculation of loss of overhead and profit to contractor due to exclusive delay by client. Which one will you suggest to use and why? **06**

Q.3 (a) Write short note on: Discharge of contract. **06**

(b) Differentiate between: Arbitration and Conciliation. **06**

OR

Q.3 (a) Discuss the principles for interpretation of a contract. **06**

(b) Differentiate between Agreement and Contract. Give your recommendations for making ADRM more effective for dispute resolution in India. **06**

Q.4 (a) Describe: Causes of disputes in construction industry. How recourse of arbitration will be useful in their settlement? **06**

(b) Enlist construction contract documents and explain importance of each in detail. **06**

OR

Q.4 (a) Differentiate between Old act of arbitration 1940 and New of arbitration and conciliation 1996 with reference to construction industry. **06**

(b) Give the answer of following questions in short: **06**

[1] Is the contractor entitled for payment of interest for the delay in release of mobilization advance by client?

[2] Can an engineer of client insist for revised programme from the contractor for completing the balance work within the original contract period without deciding the contractor's application of extension of time pending with him?

- [3] If a contractor fails to serve a proper written delay notice as required by the contract, will a reference to delays in the minutes of the site meetings be treated as an adequate contractual substitute?
- [4] When evaluating a claim for the late issue of instructions and drawings, is it appropriate to assess delays against the contractor's programme or should the effect on the contractor's progress be the yardstick?
- [5] May an employer levy liquidated damages if in the final analysis he suffers no loss as a result of the contractor's late completion?
- [6] Where a contractor's drawings are "approved", "checked", "inspected" etc. by the engineer-in-charge of client and subsequently an error is discovered, who bears the cost?

- Q.5 (a)** What is E-tendering? Discuss its advantages over the conventional tendering. What is the importance of 'contract' in project life cycle? **06**
- (b)** Write short note on: Insurance and bonds in construction industry. **06**

OR

- Q.5 (a)** Discuss the advantages and disadvantages of Item rate contract. **06**
- (b)** What is the scenario of International Construction Contracts? Explain the points to be known about joint ventures while doing International contracts for construction projects. **06**
