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Question: 1

You are the Contract Manager of the Engineer for a contract using FIDIC Yellow Book (edition 2017). You are drafting a notice holding the Commencement Date. Which one of the following approaches has the most clear and unambiguous drafting?

A. I hereby give notice, in accordance with Sub-Clause 8.1 of the Conditions of Contract, the Commencement Date shall be 17 April 2023.
B. The Contractor is kindly notified that the project shall be started by 17 April 2023.
C. The commencement date of this project under Sub-Clause 8.1 of the Conditions of Contract will be 10 days from 7 April 2023.
D. I hereby give notice, in accordance with Sub-Clause 1.1.84 and 8.2 of the Conditions of Contract, that the Time for Completion shall commence from 17 April 2023.

Answer: A

Explanation:
Option A provides the clearest and most unambiguous notice because:
It explicitly references the relevant Sub-Clause (8.1) that governs Commencement Date notification.
It uses precise language “I hereby give notice” indicating formal notification.
It clearly states the Commencement Date with a specific date (17 April 2023).
Options B and C are less formal or ambiguous and do not refer to the proper contract clause, which could lead to disputes. Option D incorrectly refers to the Time for Completion start rather than the Commencement Date specifically.
Clear and formal notices help prevent contractual disputes by explicitly identifying the contractual clause and key date.
[References:, , FIDIC Yellow Book 2017 Edition, Sub-Clause 8.1 – Commencement of Works, , FIDIC Contract Manager Study Guide, Module on Contract Formation and Execution, , ,]

Question: 2

Before applying the procurement process of any FIDIC Book, the Employer should always check if there are local procurement rules that also apply. Which one of these responses is correct?

A. No, because the FIDIC procurement process is universal.
B. No, because Employers never have specific procurement rules.
C. Yes, based on the law system, internal governance or type of Employer additional procurement rules can apply.
D. Yes, but this is only applicable for public entities like governments. If the Employer is a private organisation (like a company), they are free to procure how they want.

Answer: C

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Explanation:
Local procurement laws, regulations, and internal governance rules often apply in addition to or alongside FIDIC contract provisions. Employers, whether public or private, must comply with applicable national or sector-specific rules, which may affect procurement procedures, documentation, and contract award processes.
Option C is correct because procurement requirements depend on local legal systems, the nature of the Employer, and applicable governance.
Option A is incorrect as FIDIC contracts provide contractual frameworks but do not override local legal obligations.
Option B is incorrect because many Employers have procurement policies.
Option D is incorrect since private entities may also be subject to procurement laws or internal policies.
[References:, , FIDIC Contract Manager Study Guide, Module on Contract Formation and Procurement Strategies, , World Bank Procurement Guidelines and National Procurement Laws,]

Question: 3

Regarding the FIDIC Red Book (edition 1999): which two statements are true in respect of Building Information Modelling (BIM)?
Choose all of the correct answers (multiple possibilities).

A. General Conditions of Contract require the use of BIM.
B. BIM is one of the digital data technologies used in all aspects of project planning, investigation, design, construction and operation.
C. BIM is not related to the improvement of quality, accuracy, delivery times and cost savings.
D. For construction or building projects involving BIM, many Sub-Clauses of FIDIC Red Book (edition 2017) should be thoroughly reviewed when drafting the Particular Conditions.

Answer: B, D

Explanation:
Option B is correct: BIM is indeed a digital data technology applicable throughout the project lifecycle.
Option D is correct: Use of BIM requires careful consideration of contract clauses and appropriate adjustments in Particular Conditions.
Option A is incorrect; the 1999 edition does not mandate BIM use.
Option C is false; BIM improves quality, accuracy, delivery times, and cost efficiency.
[References:, , FIDIC Red Book 1999 & 2017 Editions – BIM and Contract Amendments, , FIDIC Contract Manager Study Guide, Module on BIM and Digital Technologies,]

Question: 4

Is the Employer obliged under FIDIC Silver Book (edition 1999) to describe which Documents are to be submitted to the Employer? (1 correct response applies)

A. No, according to Sub-Clause 5.7 provisional operation and maintenance manuals are always required.

B. No, because the Contractor has a duty to supply the Employer with every Document, given Sub-Clause 7.4.
C. Yes, because otherwise the Contractor doesn ' t have to submit any Document until Completion of the Works as stated in Sub-Clause 1.8.
D. Yes, the Employer should define which documents it wants to receive from the Contractor as Contractor ' s Documents in the Employer ' s Requirements, as stated in Sub-Clause 5.2.

Answer: D

Explanation:
Under the FIDIC Silver Book 1999 (Conditions of Contract for EPC/Turnkey Projects), the Employer must specify clearly in the Employer's Requirements which Contractor's Documents are to be submitted. Sub-Clause 5.2 states that the Contractor must submit all documents listed in the Employer's Requirements, ensuring clarity and enabling the Employer to control the documentation process.
Option D is correct because it highlights the need for Employer's Requirements to define the scope and content of the Contractor's Documents.
Option A is incorrect; although operation and maintenance manuals are generally required, they are part of the specified Contractor's Documents, not automatically required without Employer's direction.
Option B is incorrect as the Contractor's duty to supply documents is limited to those specified.
Option C is incorrect because documentation obligations are ongoing and not just at completion.
[References:, , FIDIC Silver Book 1999 Edition, Sub-Clause 5.2 – Contractor's Documents, , FIDIC Silver Book 1999 Edition, Sub-Clause 1.8 – Time for Completion, , FIDIC Contract Manager Study Guide, Module on Contract Administration Procedures,]

Question: 5

In a drafted FIDIC Silver Book (edition 1999), the following sentence has been added to Sub-Clause 3.5:
" In case of an Instruction regarding a pending or proposed Variation, Contractor shall carry out any determination regardless of a possible notice of dissatisfaction. "
What GP(s) is/are breached?

A. GP1 only
B. GP3 only
C. GP1 and GP3
D. GP1, GP2 and GP3

Answer: C

Explanation:
This clause breaches Golden Principles (GP) 1 and 3:
GP1 promotes fairness and balanced risk allocation between parties. Forcing the Contractor to carry out determinations despite a notice of dissatisfaction undermines fair dispute resolution and contractual balance.
GP3 emphasizes the importance of clear and unambiguous contract drafting that reflects agreed procedures. This sentence introduces ambiguity and overrides contractual rights to dispute determinations.

[References:, , FIDIC Contract Management Guidelines – Golden Principles, , FIDIC Contract Manager Study Guide, Module on Contract Administration and Contract Clauses,]

Question: 6

You are teaching a group of early career professionals in the Contract Management department about the FIDIC 2017 Rainbow Suite of contract, and you are explaining about the intention of Delay Damages. Which one of the following statements is correct?

A. Delay Damages is intended to provide full compensation to the Employer for all damages that it is expected to suffer as a result of the delay.
B. Delay Damages is intended to be treated as an incentive for the Contractor to perform on time.
C. Delay Damages is not intended to remove burden for the Employer to demonstrate and prove that it has suffered any loss or damage.
D. None of the above.

Answer: B

Explanation:
Delay Damages under FIDIC are primarily a pre-agreed measure to incentivize the Contractor to complete works on time rather than full compensation for all losses suffered. They simplify the process by avoiding the need for the Employer to prove actual losses.
Option A is incorrect; Delay Damages are generally not full compensation.
Option C is incorrect because Delay Damages remove the Employer ' s burden to prove actual loss.
Option B is the correct interpretation.
[References:, , FIDIC Red, Yellow, Silver Books 2017 Editions, Sub-Clause 8.7 – Delay Damages, , FIDIC Contract Manager Study Guide, Module on Delay Damages, ,]

Question: 7

Which one of the following statements best describes the requirements of Time for Completion?

A. This is the Contractor ' s fundamental time-related obligation, namely completion the whole of the Works within the Time for Completion calculated from the Commencement Date.
B. This is the Contractor ' s fundamental time-related obligation, namely the completion of most of the Works (except minor outstanding works), within the Time for Completion calculated from the Commencement Date.
C. This is one of the Contractor ' s obligations, namely the completion of most of the Works (except minor outstanding works), within the Time for Completion calculated from the Commencement Date.
D. This is one of the Contractor ' s obligations, namely the completion of most of the Works (except minor outstanding works), within the Time for Completion calculated from the Effective Date.

Answer: A

Explanation:

Option A best describes the Time for Completion as the Contractor's fundamental obligation to complete the entire Works within the contractual Time for Completion, calculated from the Commencement Date.
Options B, C, and D incorrectly limit the scope to " most " of the Works or confuse the reference date. The Time for Completion sets the critical timeline for contract performance and triggering of delay damages or extensions.
[References:, , FIDIC Red and Yellow Books 1999 & 2017 Editions, Sub-Clause 8.1 – Time for Completion, , FIDIC Contract Manager Study Guide, Module on Time and Delay Management,]

Question: 8

Under the FIDIC Red, Yellow, and Silver Books (both editions), the Contractor has a contractual obligation to submit a Value Engineering Proposal. Such proposal shall be prepared at the cost of the Employer. Are both these statements true or false?

A. True
B. False

Answer: B

Explanation:
The Contractor may submit Value Engineering proposals to improve efficiency or reduce costs; however, it is not an absolute contractual obligation to submit such proposals. Also, the preparation of these proposals is generally at the Contractor's own cost initially. If the proposal is accepted and results in a Variation, then adjustments to the Contract Price may occur, potentially reimbursing the Contractor. Thus, both statements are false.
[References:, , FIDIC Red, Yellow, Silver Books 1999 & 2017 Editions, Sub-Clause 13.1 – Value Engineering, , FIDIC Contract Manager Study Guide, Module on Variations and Value Engineering,]

Question: 9

Under the FIDIC Construction Contract (Red Book), which of the following amendments do NOT comply with the FIDIC Golden Principles? [1999 Edition] (2 correct answers apply)
Choose all of the correct answers (multiple possibilities).

A. The Contractor is responsible for the performance of the Nominated Subcontractors
B. Deletion of Sub-Clauses 20.2 - 20.4 for a Project constructed in United Arab Emirates
C. The DAB Decision is final and binding
D. The Payment shall be released by the Employer within 180 days calculated from receiving the Contractor ' s Monthly Statement

Answer: B, D

Explanation:
Option B is correct: Deleting critical dispute resolution Sub-Clauses 20.2 - 20.4 contradicts the Golden Principles by undermining fair dispute handling.

Option D is correct: Extending payment release to 180 days violates timely payment principles and fairness in cash flow management.
Option A is generally acceptable as the Contractor often assumes responsibility for nominated subcontractors.
Option C is acceptable in some jurisdictions and contracts to provide finality but can be debated.
[References:, , FIDIC Contract Management Guidelines – Golden Principles, , FIDIC Red Book 1999 Edition, Clauses 20 and 14,]

Question: 10

Which one of the following statements is NOT correct in respect of FIDIC Yellow Book (both editions)?

A. The Contract typically becomes legally effective when the Employer issues the Letter of Acceptance to the Contractor.
B. The General Conditions allocate the risks between the parties on a fair and equitable basis.
C. A disproportionate amount of risks is allocated to the Contractor under the General Conditions.
D. The Contractor provides plant and designs (except as otherwise specified) and executes the other works, all in accordance with the Contract, which includes its Proposal and the Employer ' s Requirements.

Answer: C

Explanation:
Option C is NOT correct. FIDIC Yellow Book General Conditions aim to allocate risks fairly and equitably between the Employer and Contractor. The contract balances risks according to who is best able to manage them. It does not impose a disproportionate risk burden on the Contractor.
Options A, B, and D are correct statements describing typical contract formation, risk allocation, and Contractor's design and execution responsibilities.
[References:, , FIDIC Yellow Book 1999 and 2017 Editions – Introduction and Risk Allocation Clauses, , FIDIC Contract Manager Study Guide, Module on Introduction to FIDIC Contracts,]

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