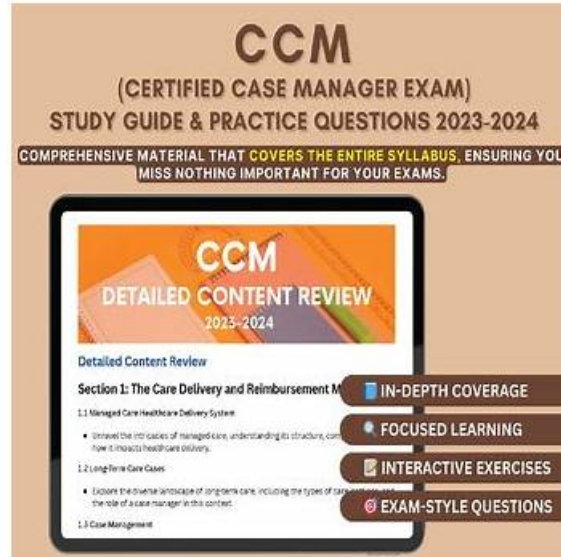


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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q38-Q43):

NEW QUESTION # 38

In which one of the following circumstances is it recommended to select the Contractor after a two-stage procurement procedure (pre-qualification + tender procedure)?

- A. When there is a limited number of capable experienced contractors available and ready to take part in the procurement.
- B. When the works are simple and of short duration.
- **C. In case of large scale works, where there are several companies likely to have an interest in submitting an offer.**
- D. If there is international financing for the project, it is always necessary to conduct a two-stage procurement procedure.

Answer: C

Explanation:

Two-stage procurement, involving pre-qualification followed by tender, is typically recommended for large-scale projects where many potential contractors might be interested. This process helps to shortlist qualified contractors, thus streamlining the tender evaluation and increasing the quality and competitiveness of submitted offers.

Option C correctly reflects this approach for complex or large projects where competition needs to be managed.

Option A is incorrect since simple, short-duration projects usually do not require complex procurement.

Option B is incorrect because if only a few capable contractors exist, pre-qualification may be less necessary.

Option D is incorrect as international financing does not always mandate two-stage procurement, although it often influences procurement methods.

References:

FIDIC Contract Manager Study Guide, Module on Contract Formation and Procurement Strategies World Bank Procurement Guidelines and Common Industry Practice

NEW QUESTION # 39

What are two differences between a notice and other communications under the FIDIC Red Book (edition 2017)? (2 correct answers apply)

Choose all of the correct answers (multiple possibilities).

- **A. Notice is a defined term, while other communications are not defined as a term in the General Conditions.**
- B. Contractually there is no difference between a notice and other communications.
- **C. The Parties and Engineer shall be given original or copy of any Notice, Notice of Dissatisfaction (NOD) and Certificates, which is not always the case for other communications.**
- D. Both 'Notice' and 'Other Communications' are defined terms under the Conditions of Contract.

Answer: A,C

Explanation:

Option A is correct: "Notice" is a defined term under FIDIC 2017 Red Book; "Other Communications" is a separate category, also defined but distinct.

Option D is correct: Notices, Notices of Dissatisfaction, and Certificates require delivery to all Parties and the Engineer, whereas other communications may not have such strict requirements.

Option B is incorrect as there are contractual differences.

Option C is partially correct but "Other Communications" and "Notice" are distinct terms, so A is more precise.

References:

FIDIC Red Book 2017 Edition, Sub-Clause 1.1 - Definitions

FIDIC Contract Manager Study Guide, Module on Contract Communication

NEW QUESTION # 40

The Employer has prepared a contract for a waste-to-energy project based on the FIDIC Yellow Book (edition 1999). You are preparing negotiations on behalf of one of the Subcontractors with the Contractor. The main Contractor will manage the design and build of the Works, whereby the Subcontractor will deliver critical systems regarding power generation and cooling. The Contractor intends to contract the main Contract back-to-back with the Subcontractor. In the proposed back-to-back subcontract, the following amendment is proposed through Particular Conditions:

"Sub-Clause 4.4. The following paragraph is added: The Subcontractor is required to scrutinize the Employer's Requirements in a manner identical to the obligations of the Contractor as stated in Sub-Clause

5.1 of the Main Contract. The Subcontractor will indemnify and hold harmless (up to the maximum liability of the Subcontractor) the Contractor with regard to any error, fault or other defect found in the Employer's Requirements, its items of reference or Contractor's design of the Works for the scope part for which Subcontractor is contracted." What is your advice to the Subcontractor (SC) in regard to entering this proposed subcontract?

- A. I would advise the SC to enter the Contract with the request to the Contractor to delete this amendment in the Particular Conditions. If the Contractor does not agree to do so, at least the Subcontractor has tried its best.
- B. I would advise the SC not to enter this contract, because Sub-Clause 4.4 describes the obligations of SC towards Contractor, but this amendment positions the SC in a vulnerable position for claims regarding all errors, faults or other Defects (whether originating from the Employer's Requirements or the design of the Contractor). Essentially, this means the SC becomes liable for the design part, which is within the scope of Contractor even without SC having the opportunity to review it.
- C. I would advise the SC not to enter this contract because the Contractor is obliged to act in accordance with good faith. A proposed paragraph like this opposes good faith.
- D. I would advise the SC to discuss this amendment with the insurance company just to be sure there will be no transfer of risks. This amendment is mainly a consequence of the FIDIC Yellow Book structure, where the Contractor has obligations in terms of scrutinizing the Employer's Requirements. This amendment makes this obligation more explicit. If the insurance company has no problems with insuring the parts which will be delivered by SC to Contractor, the SC can accept this risk and enter into the subcontract.

Answer: B

Explanation:

In FIDIC Yellow Book (1999), the Contractor is responsible for scrutinizing the Employer's Requirements per Sub-Clause 5.1 and must notify any discrepancies or errors. However, passing this obligation to a Subcontractor, and requiring the Subcontractor to indemnify the Contractor for errors or defects arising from the Employer's Requirements or the Contractor's design, unfairly shifts risk and liability to the Subcontractor.

The Subcontractor is likely not in a position to fully review or control the Employer's Requirements or the overall Contractor's design. This exposes the Subcontractor to excessive risk, beyond their scope and capacity.

Advice C highlights that the Subcontractor becomes vulnerable to claims for design defects outside their control. This misallocation of risk is generally not recommended and can be challenged during contract negotiation. Good contract management practice and risk allocation principles (FIDIC Contract Manager Study Guide, Module on Claims and Dispute Resolution) support this position. While Options A, B, and D propose different approaches, only C correctly identifies the fundamental contractual and risk management issue that should prevent the Subcontractor from entering the contract as is.

References:

FIDIC Yellow Book 1999, Sub-Clause 5.1 - Contractor's General Obligations FIDIC Contract Manager Study Guide, Module on Claims and Dispute Resolution FIDIC Contract Manager Study Guide, Module on Risk Management

NEW QUESTION # 41

Under the FIDIC Red Book (edition 1999), as part of the Contractor submission of Statement, any amount to be deducted for retention, will be calculated by applying the percentage of retention stated in the Appendix to Tender to the total of: (two correct answers apply) Choose all of the correct answers (multiple possibilities).

- A. Any amounts to be added and deducted for changes in legislation and changes in cost.
- B. Any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5.
- C. The estimated contract value of the Works executed.
- D. Any amounts to be added and/or deducted for the advance payment and repayments under Sub-Clause 14.2.

Answer: B,C

Explanation:

Under FIDIC Red Book 1999, retention is calculated as a percentage (stated in Appendix to Tender) of the value of Works executed and Plant and Materials in accordance with Sub-Clause 14.5 that are on or off Site but intended for incorporation.

Option A is correct: Retention applies to the value of executed works.

Option D is correct: It also applies to Plant and Materials under Sub-Clause 14.5.

Option B is incorrect; advance payments and repayments are not part of retention calculations.

Option C is incorrect; changes due to legislation or costs are not included in retention calculation.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 14.5 - Plant and Materials; Sub-Clause 14.6 - Retention FIDIC Contract Manager Study Guide, Module on Payment and Retention Procedures

NEW QUESTION # 42

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:

Comprehensive and Detailed 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

NEW QUESTION # 43

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