

ANSWER KEY — FOR FACILITATOR USE ONLY — DO NOT DISTRIBUTE TO PARTICIPANTS

MCA STAFF TRAINING PROGRAMME Answer Key — Test 3 of 3 Advanced Challenge

Audience: Expert-Level Assessment — clause-specific, scenario-based, MCC nuances on base FIDIC
Each question references the relevant training video(s) in the Rationale column.
Passing Score: 22/30 (73%) | Questions: 30 | FIDIC 1999 with MCC Particular Conditions

Q	Answer	Rationale & Training Reference
1	B	Under Sub-Clause 14.7, the 56-day clock starts when the Engineer receives the Statement — not when the Certificate is issued. 56 days from 1 April: 29 remaining days in April + 27 days into May = 27 May. (Video 5)
2	B	The MCC Particular Conditions add a 28-day deadline for disputing an Engineer determination under Sub-Clause 3.5. Missing it bars the party from later seeking any revision under Clause 20. This is separate from and in addition to the Sub-Clause 20.1 time bar. (Video 6)
3	C	The MCC Particular Conditions specify that failure to submit a further revised programme within 14 days of the Engineer's notice of non-compliance triggers a 2% Performance Security increase. 14 days from 1 March = 15 March. (Video 8)
4	C	The 28-day time bar in Sub-Clause 20.1 is absolute. Day 29 is out of time. The Employer is discharged from all liability for that event, with no discretion for the Engineer or anyone else to waive it. (Video 6)
5	C	The MCC Particular Conditions create a two-tier approval structure. Even if an individual variation is below the Employer's threshold, once cumulative variations exceed 10% of the Accepted Contract Amount, MCC and the MCA Board must both approve. (Video 6)
6	C	Sub-Clause 8.4 explicitly states that when determining each extension of time, the Engineer may increase but shall not decrease the total extension of time. Once granted, it cannot be reduced. (Video 8)
7	D	The MCC version of Sub-Clause 20.7 creates an express fast track for DAB decision non-compliance. The failing party can be taken directly to arbitration for summary or expedited relief, bypassing the DAB referral and amicable settlement requirements. (Video 9)
8	C	FIDIC requires all notices to be in writing (Sub-Clause 1.3). An oral notice does not satisfy Sub-Clause 20.1. The written notice on day 31 is outside the 28-day window, so the entitlement is lost. (Video 6)
9	C	Under Sub-Clause 13.2, value engineering savings are shared. The Contractor retains an agreed portion and the Contract Price is reduced by the balance. The split is agreed or determined under Sub-Clause 3.5. (Video 6)

10	B	Under Sub-Clause 5.2, if the Engineer does not give notice within the review period that a document fails to comply, the Engineer is deemed to have approved it. This makes timely Engineer review a critical project management responsibility. (Videos 1, 4)
11	B	The MCC Particular Conditions require Employer approval for Sub-Clause 4.12 determinations. The Engineer exceeded their authority — but the determination remains binding unless challenged through Clause 20. The Employer cannot simply ignore it. (Video 4)
12	D	Sub-Clause 1.9 provides that where the Employer's Requirements contain an error that a diligent contractor could not have discovered at tender, the Contractor is entitled to time extension, additional cost, and reasonable profit — one of the few Yellow Book sub-clauses that includes profit. (Video 3)
13	B	Sub-Clause 2.3 places on the Employer the obligation to ensure their other contractors cooperate with the main Contractor. Failure is Employer-attributable under Sub-Clause 8.4(e), entitling the main Contractor to time and cost. (Video 3)
14	B	After force majeure termination under Sub-Clause 19.6, the Contractor is paid for work done, materials, demobilisation, and equipment removal. Unlike Contractor termination for Employer default, force majeure termination does not include profit on remaining work. (Video 9)
15	B	Sub-Clause 15.5 specifies payment under the force majeure provisions — not the termination-for-cause provisions. The force majeure provisions do not include profit on work not yet carried out. (Video 9)
16	C	Arbitration may commence on or after day 56 following the notice of dissatisfaction (Sub-Clause 20.6). 56 days from 28 October: 3 remaining days in October + 30 days in November + 23 days into December = 23 December. (Video 9)
17	C	Sub-Clause 6.15 requires detailed employment records disaggregated by sex and age, reported monthly to the Engineer and Employer. This supports monitoring of child labour prohibitions and labour law compliance. (Video 7)
18	B	The 21-day notice under Sub-Clause 16.1 is triggered by a failure event. If the Employer cures the default within the notice period (paying on day 20), the basis for suspension under that notice is resolved. The Contractor cannot exercise the suspension right for a cured breach. (Video 9)
19	B	New Sub-Clause 4.25 introduces the Social Analysis and Implementation Plan (SAIP) — a programme-wide social analysis, impact management, and metrics document the Contractor must prepare and implement in compliance with the programme-level document. (Video 7)
20	B	The MCC Particular Conditions require the Contractor to obtain written confirmation from the Engineer that the Resettlement Action Plan (RAP) has been completed for the relevant area before starting work there. (Video 7)
21	C	Sub-Clause 5.3 confirms the Contractor's design responsibility is not transferred by Engineer review or approval. The Employer is not deemed to have accepted design risk simply because the Engineer reviewed a document. (Video 4)
22	B	The MCC Particular Conditions add a 28-day deadline to dispute any Engineer determination. Failing to give notice of disagreement within 28 days bars the party from later seeking any revision under Clause 20 — making the determination effectively final. (Video 6)
23	C	Under Sub-Clause 8.3, if the Engineer does not give notice within 21 days of receiving the programme stating the extent to which it does not comply, the Contractor shall proceed in accordance with it. The programme takes effect. (Video 8)
24	C	The MCC Particular Conditions add a transparency obligation: both parties must provide MCC with all pleadings, correspondence, transcripts, and awards within 10 days. MCC may also enforce its own rights in any arbitration or court action. (Video 9)

25	B	After Contractor termination for Employer default, the Contractor is entitled to: payment for work done, materials ordered, demobilisation costs, and the profit they would have earned on the remaining works. (Video 9)
26	B	Sub-Clause 1.5 places Employer's Requirements above the Contractor's Proposal. Where they conflict, the Employer's Requirements prevail. The Contractor is bound to deliver 5,000 litres/day. (Video 1)
27	C	Under Sub-Clause 9.1, the Contractor gives 21 days' notice of readiness for Tests on Completion, and the tests are then carried out within 14 days after the notified date. (Video 8)
28	C	The MCC Particular Conditions add a mobilisation penalty — failure to mobilise equipment and personnel as per the approved programme requires the Contractor to increase the Performance Security by 2% of the Contract Price. (Video 8)
29	C	Silence on variation proposals under Sub-Clause 13.3 does not mean approval. But for claims, the MCC Particular Conditions add a 42-day response deadline — silence/non-response allows either party to treat the claim as rejected and escalate to the DAB. (Videos 6, 10)
30	B	The 28-day notice is the only absolute time bar. The 42-day detailed claim deadline is important for quantum assessment but does not carry the same consequences. The MCC-amended 42-day Engineer response deadline — if missed — creates an escalation right to the DAB, not automatic approval or rejection. (Video 6)